

CSD-1001C [11/15/04]
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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA
325 West "F" Street, San Diego, California 92101-6991

In Re

FRANCIS J. LOPEZ,

Debtor.

LODGED

BANKRUPTCY NO. 05-05926-PBINV

Date of Hearing: March 12, 2007
Time of Hearing: 10:30 a.m.
Name of Judge: Hon. Peter W. Bowie

ORDER ON

(1) GRANTING PETITIONING CREDITORS' MOTION TO COMPEL SUPPLEMENTAL RESPONSES TO WRITTEN DISCOVERY; (2) DEFERRING RULING ON SANCTIONS AGAINST ALLEGED DEBTOR FRANCIS J. LOPEZ; AND (3) CONTINUING HEARING DATE

IT IS ORDERED THAT the relief sought as set forth on the continuation pages attached and numbered two (2) through 2 with exhibits, if any, for a total of 2 pages, is granted. Notice of Lodgment Docket Entry No. 96

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DATED: April 13, 2007

Signature by the attorney constitutes a certification under Fed. R. of Bankr. P. 9011 that the relief in the order is the relief granted by the court.

Submitted by:

KEEHN & ASSOCIATES, APC
(Firm name)

By: /s/ L. Scott Keehn
Attorney for Movant Respondent

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Petitioning Creditors' Motion to Compel Supplemental Responses to Written Discovery in Phase II of this bifurcated proceeding (the "Motion") came on regularly for hearing on March 12, 2007, at 10:30 a.m. in department 4 of the above-entitled Court located at 325 West "F" Street, San Diego, California, the Honorable Peter W. Bowie presiding. Appearances were made by the firm of Keehn & Associates, APC, by L. Scott Keehn, on behalf of Petitioning Creditors; and the Law Office of M. Jonathan Hayes, by M. Jonathan Hayes on behalf of Alleged Debtor, Francis J. Lopez ("Lopez"), in opposition to the Motion.

The Court, having previously considered all of the pleadings, papers, requests and declarations submitted by the Petitioning Creditors in support of their positions, and, there being no opposition papers filed, further heard and considered the oral arguments, contentions, and request of the parties in open sessions.

The Court's findings of fact and conclusions of law were stated orally by the Court, and recorded in open session, following the close of argument, and are incorporated herein by this reference pursuant to Rules 7052 and 9014 of the Federal Rules of Bankruptcy Procedure, and Rule 52(a) of the Federal Rules of Civil Procedure. Based upon the foregoing, and good cause therefore appearing,

IT IS HEREBY ORDERED that:

- (1) The Motion to compel further response to Petitioning Creditor's written discovery requests is granted in its entirety;
- (2) Without limiting the generality of the foregoing, it is further and specifically ordered that Lopez must provide Petitioning Creditors with all requested supplemental responses to written discovery on or before April 11, 2007;
- (3) The Court reserves jurisdiction for and defers its ruling on the imposition of sanctions against Alleged Debtor; and,
- (4) A further hearing on this matter will be held on May 11, 2007 at 9:30 a.m. in Department 4 of the above entitled court. The Court will renew its consideration of the Petitioning Creditor's request for the imposition of sanctions in the cost of \$4,242,00 at that time.

0085

Document 104

0086

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA

Minute Order

Hearing Information:

Debtor: FRANCIS J. LOPEZ
Case Number: 05-05926-PB7 Chapter: 7 INVOLUNTARY
Date / Time / Room: FRIDAY, MAY 11, 2007 09:30 AM DEPARTMENT 4
Bankruptcy Judge: PETER W. BOWIE
Courtroom Clerk: MARILYN WILKINSON
Reporter / ECR: COLLETTA BROOKS

Matter:

STATUS CONFERENCE ON INVOLUNTARY PETITION AND ANSWER
(fr. 3/12/07)

Appearances:

M. Jonathan Hayes, ATTORNEY FOR Francis J. Lopez
L. Scott Keehn, ATTORNEY FOR ALAN STANLY

Disposition:

Continued to 6/25/07 at 10:30 a.m.
Debtor's supplemental responses to written discovery to be filed by 5/21/07.
Any Motion to Compel to be filed and served by 5/25/07 for hearing on 6/25/07 at 10:30 a.m.

Document 105

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA
325 West "F" Street, San Diego, California 92101-6991

In Re

FRANCIS J. LOPEZ,

BANKRUPTCY NO. 05-05926-PBINV

Tax I.D. (EIN) #: _____ /S.S.#:XXX-XX-_____ Alleged Debtor.

NOTICE OF HEARING AND MOTION

TO: Alleged Debtor, Francis J. Lopez, Other Parties in Interest, and their Attorneys of Record

YOU ARE HEREBY NOTIFIED that on June 25, 2007, at 10:30 a.m.,
in Department No. 4, Room 328 the Jacob Weinberger United States Courthouse, located at 325 West "F" Street,
San Diego, California 92101-6991, there will be a hearing regarding the motion of the Petitioning Creditors,
for an Enforcement Order: (1) Imposing Monetary Sanctions Against the Debtor in the amount of \$4,242.00; and (2) Imposing
Evidentiary Sanctions Against the Debtor.

Any opposition or other response to this motion must be served upon the undersigned and the original and one copy
of such papers with proof of service must be filed with the Clerk of the U.S. Bankruptcy Court at 325 West "F" Street, San
Diego, California 92101-6991, NOT LATER THAN FOURTEEN (14)¹ DAYS FROM THE DATE OF SERVICE.

DATED: May 24, 2007



//s// L. Scott Keehn
[Attorney for] Moving Party

¹If you were served electronically or by mail, you have three (3) additional days to take the above-stated actions. 0089

CERTIFICATE OF SERVICE

I, the undersigned whose address appears below, certify:

That I am, and at all times hereinafter mentioned was, more than 18 years of age;

That on 24th day of May, 2007, I served a true copy of the within NOTICE OF MOTION AND HEARING, MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR AN ENFORCEMENT ORDER, and DECLARATION OF L. SCOTT KEEHN IN SUPPORT OF MOTION FOR AN ENFORCEMENT ORDER by [describe here mode of service]

FIRST CLASS MAIL

on the following persons [set forth name and address of each person served] and/or as checked below:

[] Attorney for Debtor (if required):

M. Jonathan Hayes
Law Office of M. Jonathan Hayes
21800 Oxnard St.
Suite 840
Woodland Hills, CA 91367

[] See attached Service List

[] For Chpt. 7, 11, & 12 cases:

UNITED STATES TRUSTEE
Department of Justice
402 West Broadway, Suite 600
San Diego, CA 92101

[] For ODD numbered Chapter 13 cases:

THOMAS H. BILLINGSLEY, JR., TRUSTEE
530 "B" Street, Suite 1500
San Diego, CA 92101

[] For EVEN numbered Chapter 13 cases:

DAVID L. SKELTON, TRUSTEE
525 "B" Street, Suite 1430
San Diego, CA 92101-4507

I certify under penalty of perjury that the foregoing is true and correct.

Executed on May 24, 2007
(Date)


//s// Mark P. Laemmle
(Typed Name and Signature)

402 West Broadway, Suite 1210
(Address)

San Diego, CA 92101
(City, State, ZIP Code)

0090

1 L. Scott Keehn, SBN 61691
 2 Leslie F. Keehn, SBN 199153
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6

7

8 **UNITED STATES BANKRUPTCY COURT**

9 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

10

11 In Re: Case No. 05-05926-PBINV

12 FRANCIS J. LOPEZ,
 13 Alleged Debtor.

14 } **MEMORANDUM OF POINTS AND
 15 AUTHORITIES IN SUPPORT OF MOTION
 FOR AN ENFORCEMENT ORDER:
 16 (1) IMPOSING MONETARY SANCTIONS
 AGAINST THE DEBTOR; AND
 (2) IMPOSING EVIDENTIARY
 SANCTIONS AGAINST THE DEBTOR**

17 } **[BIFURCATED PHASE II]**

18 } Date: June 25, 2007
 Time: 10:30 a.m.
 Judge: The Honorable Peter W. Bowie
 Ctrm: 4

19

20 The Alleged Debtor — Francis J. Lopez ("Lopez") — has failed to fully comply with the
 21 Court's order directing him to supplement his discovery responses by May 21, 2007.¹ Accordingly,
 22 pursuant to Rule 37(b) of the Federal Rules of Civil Procedure ("FRCP"), made applicable to these
 23 proceedings by Rule 9014(c) of the Federal Rules of Bankruptcy Procedure ("FRBP"), Petitioning
 24 Creditors respectfully submit their Motion for an Order from this Court: (1) imposing monetary
 25 sanctions against Lopez in the amount of \$4,242; and (2) imposing evidentiary sanctions against
 26 Lopez.

27

28

See, Docket Item # 104.

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1
I.2
INTRODUCTION3
*Delays have dangerous ends.*4
William Shakespeare
Henry VI, Part One
5
Act III, Scene ii6
Francis J. Lopez — Master Scofflaw — is pulling this case and its creditors down the
7 dangerous path of delay by ignoring the Court's mandate for compliance with his duties to disclose
8 that which unopposed discovery compels. Having paralyzed the case first by his refusal to
9 cooperate and second by his disobedience to the court's ruling, Lopez remains at liberty to create
10 an unlimited variety of "Priority Gap Claims"² which will slip ahead of all of the pre-petition
11 unsecured creditors. The plight of those creditors is exacerbated by the automatic stay which
12 prevents them from taking any enforcement action to preserve the economic utility of their claims.³
13 The risks of prejudice are further heightened by the initial delay that was occasioned by the
14 bifurcation of the case — at Lopez's request — so that the Involuntary Gap Period was necessarily
15 rendered longer than the norm, even before the latest delays were encountered.16
What mischief has already occurred behind the shield of delay, and what further mischief
17 may yet occur before the Order for Relief is ultimately entered, is impossible to ascertain. But,
18 what can be seen with absolute clarity is that Lopez will not willingly discharge the duties of a
19 litigant to participate in good faith in this process. He has used his *passive/aggressive* tactic of
20 delay to the prejudice of the creditors, and that prejudice must be truncated so that the *dangerous*
21 *end* of an expanding pool of priority claims is held in check.22
Lopez's disobedience is particularly troubling because it demonstrates that — beyond his
23 willingness to disobey court mandates — he is impervious to the threat of monetary sanctions. At
24 the hearing conducted on March 12, 2007, this Court made clear on the record: (a) the seriousness
25 of Lopez's failure to respond to discovery which he never opposed; (b) its willingness to defer the27
2 See 11 U.S.C. §§ 502(f) and 507(a)(3).28
3 See 11 U.S.C. § 362(a).

1 issue of ruling on the requested sanctions of \$4,242; and (c) its intention that the risk of sanctions
 2 was to serve as a *Sword of Damocles* suspended above Lopez to motivate compliance. With that
 3 in mind, the court then gave him another 30 days — to April 11, 2007 — to fully respond to
 4 discovery promulgated five months earlier, on November 3, 2006. In response to the court's clear
 5 direction, Lopez provided an anemic and patently deficient set of "supplemental" responses which
 6 generated another fruitless round of meet and confer conferences between the parties' attorneys.

7 At the status conference held on May 11, 2007, this Court gave Lopez even more time to
 8 supplement his responses – until May 21, 2007. True to form, on the last day for Lopez to
 9 respond, he requested, through his attorney, another two business days to provide responses. The
 10 request was granted, on the condition that Petitioning Creditors' deadline to file any responsive
 11 discovery motion be extended from Friday May 25, 2007 to Monday May 28, 2008. On May 23,
 12 2007, Lopez withdrew his request for an extension, and stated that he would not be supplementing
 13 his discovery responses.

14 Lopez's cavalier misconduct taunts this Court's threat of monetary sanctions. It is
 15 insufferable. It warrants the immediate entry of both monetary and evidentiary sanctions.

II.

FACTUAL AND PROCEDURAL CHRONOLOGY OF LOPEZ'S EXTENSIVE HISTORY OF HINDERING, DELAYING AND REFUSING TO PROVIDE PROPER DISCOVERY RESPONSES DESPITE BEING ORDERED TO DO SO BY THIS COURT

19 11/03/06: Lopez was served with Petitioning Creditors' First Set of Written Discovery for
 20 Phase II (the "Phase II Written Discovery"), consisting of (1) First Phase II
 21 Requests for Admission Propounded by Petitioning Creditors [10 Requests];
 22 ✓ (2) First Phase II Request for Production of Documents by Petitioning Creditors
 23 [162 categories of documents]; and ✓ (3) First Phase II Interrogatories
 24 Propounded by Petitioning Creditors [35 Interrogatories]. Lopez's responses to
 25 the Phase II Written Discovery were due on December 4, 2006.

26 12/03/06: Lopez served "Response to Requests for Admission Propounded to Alleged
 27 Debtor Francis J. Lopez (Phase II)." Lopez's responses were deficient, and
 28 Lopez failed to verify the responses.

12/05/06: Lopez served "Response to Interrogatories Propounded to Alleged Debtor Francis J. Lopez (Phase II). Lopez's responses were deficient, and Lopez failed to verify the responses. Lopez also served "Response to Requests for Production of Documents." Lopez's responses were deficient.

12/13/06: Petitioning Creditors' attorney, L. Scott Keehn, sent a *meet and confer* letter to Lopez's attorney, M. Jonathan Hayes, notifying him of the deficiencies in Lopez's responses to the Phase II Written Discovery.

12/15/06: Attorneys Keehn and Hayes participated in a telephonic *meet and confer* conference wherein the parties agreed that Lopez would provide supplemental responses to the Phase II Written Discovery on or before January 12, 2007.

01/12/07: Deadline for Lopez to provide the promised supplemental responses to the Phase II Written Discovery. **Lopez failed, without explanation, to provide supplemental responses to the Phase II Written Discovery.**

01/19/07: Attorney Keehn sent a follow-up *meet and confer* letter to attorney Hayes requesting an explanation regarding Lopez's failure to provide the promised supplemental responses to discovery, and notifying Lopez of the imminent likelihood of a motion to compel his responses to the Phase II Written Discovery. Lopez failed, without explanation, to respond to that *meet and confer* letter.

01/29/07: Petitioning Creditors filed a Motion to Compel responses to the Phase II Written Discovery. Lopez failed, without explanation, to respond or file an Opposition to that Motion.

03/10/07: On a Saturday, just two days prior to the scheduled hearing on Petitioning Creditors' Motion to Compel Lopez's responses to the Phase II Written Discovery, attorney Hayes emailed approximately 155 pages of documents to attorney Keehn, purportedly in response to the "First Phase II Request for Production of Documents by Petitioning Creditors." This last-minute "*document dump*" was improper because the documents: (1) were not

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1 responsive to the Requests, (2) were not organized by category of Request,
 2 and (3) consisted of at least 103 pages of pleadings filed in the San Diego
 3 Superior Court which are already in the Petitioning Creditors' possession.

4 Lopez failed, without explanation, to explain the deficiencies and/or his
 5 failure to provide the agreed-upon supplemental responses.

6 03/12/07: This Court granted Petitioning Creditors' motion to compel Lopez to provide
 7 supplemental responses to the Phase II Written Discovery.⁴ The Court ordered
 8 Lopez to provide the supplemental responses on or before April 11, 2007. The
 9 Court — in open session — indicated that it was deferring its ruling on the
 10 request for monetary sanctions of \$4,242 because: (a) it wanted the risk of those
 11 sanctions to serve as a *Sword of Damocles* to encourage compliance with the
 12 Court's order; and (b) Lopez would have to "work his way out of those
 13 sanctions." **Lopez failed, without explanation, to fully comply with this
 14 Court's Order.**

15 04/10/07: Lopez mailed a set of supplemental responses to the Phase II Written Discovery
 16 which were patently deficient in that, i.e., they failed to fully respond to the
 17 Interrogatories asked, failed to provide facts in support of asserted denials to the
 18 Requests for Admissions, and failed to produce responsive documents.

19 05/11/07: (1) This Court ordered Lopez to file proper supplemental responses to the Phase
 20 II Written Discovery on or before May 21, 2007. **Lopez failed to comply
 21 with this Court's Order, stating that no further responses will be given.**
 22 (2) Attorneys Keehn and Hayes met and conferred at Mr. Keehn's office
 23 regarding the deficiencies in Lopez's supplemental responses to the Phase II
 24 Written Discovery. Attorney Hayes requested attorney Keehn set forth the
 25 deficiencies in a *meet and confer* letter.

26 05/14/07: As requested, attorney Keehn sent a *meet and confer* letter via email and first

28 ⁴ See, Docket Item #93.

1 class United States mail to attorney Hayes which enumerated each and every
 2 deficiency in Lopez's supplemental responses to the Phase II Written
 3 Discovery.

4 05/21/07: (1) Deadline for Lopez to supplement his supplemental responses to the Phase
 5 II Written Discovery. **Lopez failed to provide supplemental responses as**
 6 **required by this Court's Order.**

7 (2) After the close of business, at 7:10 P.M., attorney Hayes emailed attorney
 8 Keehn a request for two additional days for Lopez to supplement his
 9 responses to the Phase II Written Discovery.

10 05/22/07: Attorney Keehn responded to attorney Hayes' email by granting the requested
 11 two-day extension of time, in exchange for a stipulation providing Petitioning
 12 Creditors with an extension of time – from May 25, 2007 to May 30, 2007 – to
 13 file any necessary discovery motion.

14 05/23/07: Attorney Hayes emailed attorney Keehn to withdraw Lopez's request for an
 15 extension of time, and notify him that Lopez would not be providing any
 16 additional responses.

17 III.

18 **DISCUSSION**

19 A. **Sanctions are a Necessary and Appropriate Response to Lopez's Brazen Disregard of**
His Discovery Obligations and this Court's Orders.

20 Pursuant to FRCP Rule 37(b)(2), made applicable to these proceedings by FRBP Rule
 21 9014(c), this Court has broad discretion to issue appropriate sanctions for Lopez's continued,
 22 unreasonable refusal to provide discovery.⁵ Where, as here, an alleged debtor has engaged in a
 23 course of conduct clearly designed to avoid his discovery obligations, even the seemingly "harsh"
 24 sanction of striking the debtor's answer and adjudicating him a bankrupt is both appropriate and

25
 26
 27 ⁵ *Matter of Visioneering Const.*, 661 F.2d 119, 123 - 124 (9th Cir. 1981); *In re*
Heritage Bond Litigation, 223 F.R.D. 527, 530 (Dist. Ct. C.D. Cal. 2004); *In re Williams*, 215
 28 B.R. 289, 299 (Dist. Ct. D.R.I., 1997) ("the choice and severity of the sanction imposed is a matter
 reserved to the sanctioning court's discretion").

1 necessary to avoid encouraging "a blatant disregard for the discovery mechanism."⁶ Petitioning
 2 Creditors are willing – for the moment – to stop short of requesting terminating sanctions, and
 3 accept a combination of evidentiary and monetary sanctions (as originally requested) to enable this
 4 case to proceed forward to summary judgment.

5 Lopez's responses to the Phase II Written Discovery (served on November 03, 2006) were
 6 due on December 4, 2006. Almost six months have now passed since that original production
 7 date, and Petitioning Creditors have yet to receive Lopez's responses, or even a reasonable
 8 justification for the delay. And that is not because Petitioning Creditors have not been trying. As
 9 set forth in Section II above, Petitioning Creditors made multiple efforts to *meet and confer* with
 10 Lopez before obtaining this Court's Orders compelling Lopez to provide full and complete
 11 discovery responses. Unfortunately, this Court's Orders have not had much impact on Lopez. At
 12 this point, Lopez is no longer willing to even feign compliance – e.g., with an eleventh-hour
 13 *document dump* (as he did on March 10, 2007). Instead, his attorney simply emailed notification
 14 to attorney Keehn that no supplemental responses will be provided. Based on that communication,
 15 there appears to be nothing more that either this Court or Petitioning Creditors can do to force
 16 Lopez to provide supplemental discovery responses.

17 **B. Lopez's Discovery Abuse is Unfairly Prejudicial to Existing Creditors.**

18 Lopez's strategic delaying of these proceedings unfairly exposes all creditors to
 19 unnecessary prejudice, the extent of which is currently unknown, in that Lopez is free to incur
 20 new debt that will be superior to the claims of all pre-petition creditors due to the priority status
 21 given to gap claims under 11 U.S.C. §502(f), pursuant to 11 U.S.C. §507(a)(3). As we approach
 22 June 30, 2007, which will be the second anniversary of the petition, the specter of an ever-
 23 expanding body of gap claims looms as an ominous threat to the economic utility of the
 24 Bankruptcy remedy sought by the Petitioning Creditors. It is ironic, inequitable and intolerable
 25 that the creditors should continue to be exposed to that peril because Lopez refuses to comply with
 26

27 ⁶ *In re Rice*, 14 B.R. 843, 846 (9th Cir.BAP 1981); *Matter of Visioneering Const.*,
 28 *supra*, 661 F.2d at 123 (court's order striking alleged debtor's answer was an appropriate sanction
 since the debtor had "deliberately and obstinately refused to cooperate with discovery requests and
 court orders").

1 both his discovery obligations, and the orders of the Court. Lopez's game-playing must stop now
 2 so that this estate can proceed toward a fair and orderly administration. At the same time, all
 3 creditors deserve to have the prejudice caused by Lopez's willful disregard of the Court's order
 4 neutralized. Since there is no way to turn back the hands of time or undo any gap claims that
 5 Lopez may have created in his period of non-compliance, evidentiary sanctions is the only way to
 6 get this case processed toward the entry of an order for relief.

7 **C. Evidentiary Sanctions Should Now be Imposed.**

8 Since Lopez has now flatly refused to supplement his responses to the Phase II Written
 9 Discovery, the following evidentiary sanctions should be imposed pursuant to FRCP 37(b)(2):

10 **Interrogatory No. 1.** This Interrogatory requires Lopez to state all facts upon which he
 11 based any response to the "Requests for Admissions" which is not an unqualified admission. He
 12 failed to do so in support of his denial to Request for Admission Number 5 ("Admit that with
 13 respect to the STANLY JUDGMENT, YOU never requested a stay of enforcement pending
 14 YOUR appeal of that judgment."). Given Lopez's blatant refusal to supplement his response
 15 despite the Court's threat of monetary sanctions, the most "appropriate sanction, reasonably related
 16 to the subject of discovery that was frustrated by sanctionable conduct," is an evidentiary sanction
 17 deeming Lopez's response to Request for Admission Number 5 an unqualified admission.⁷

18 In *In re Heritage Bond Litigation*, supra, the defendants failed to comply with the court's
 19 order to supplement their responses to a request for documents pertaining to an alleged fraudulent
 20 transfer of property.⁸ Given the defendants' unreasonable delay and noncompliance, the court
 21 issued an evidentiary sanction precluding defendants from defending against the fraudulent
 22 transfer cause of action.⁹ Likewise here, given Lopez's unrelenting delay tactics and failure to
 23 comply with his discovery obligations and/or this Court's orders, a conclusive evidentiary sanction
 24 appears to be the only way this case will be processed forward.

25
 26 ⁷ *In re Heritage Bond Litigation*, supra, 223 F.R.D. at 531.
 27 ⁸ *Id.* at 529 & 531.
 28 ⁹ *Id.* at 531.

1 Interrogatory No. 3 This interrogatory states:

2 Unless YOUR response to each of the "REQUESTS FOR
 3 ADMISSIONS" served with these interrogatories is an unqualified
 4 admission, then for each response which is not an unqualified
 5 admission, state the number of the request, and IDENTIFY all
 6 DOCUMENTS, writings and other tangible things that YOU
 7 contend support YOUR response.

8 In his supplemental response to this Interrogatory, Lopez referenced Request for Admission
 9 Number 1 ("Admit that you received no cash payments from NOVEON between January 1, 2005,
 10 and July 1, 2005"), and identified certain checks he had received as payments from NOVEON –
 11 the business owned by him and his wife – during the relevant time period: "Check number 5135
 12 for \$1,000.00 issued by Noveon Systems, Inc. on 1/4/2005; check number 5171 for \$35.00 issued
 13 by Noveon Systems, Inc. on 4/26/05." Copies of these checks have not been produced, despite
 14 being requested within the scope of Request for Production 154 and 155 (requesting "any and all
 15 DOCUMENTS that are identified or referred to in any of your responses to the
 16 INTERROGATORIES [and] REQUEST FOR ADMISSION"). This evidence is essential to the
 17 Petitioning Creditors' ability to establish Lopez's lack of income to pay his debts as they came due
 18 as of the Petition Date. The appropriate sanction for Lopez's failure to provide that relevant
 19 evidence is an evidentiary sanction prohibiting him from producing any evidence of any type –
 20 including testimonial or documentary, either proffered directly or for impeachment purposes – of
 21 cash payments he received from Noveon during the period between January 1, 2005 and July 1,
 22 2005.¹⁰

23 Interrogatory No. 4. This Interrogatory states:

24 IDENTIFY by date, source, and amount, all cash receipts of any
 25 kind (including loan proceeds) that YOU received from any source
 26 — including but not limited to — NOVEON between January 1 and
 27 July 1, 2005.

28 In Lopez's supplemental response to this Interrogatory, he identifies four sources of
 29 minimal cash (totaling \$1,235.34) for the relevant period, and then makes the vague claim that

¹⁰ *Id.*

1 "[t]here are other cash receipt transactions that may be responsive to this interrogatory, I am still
 2 researching those." This response is disingenuous given the amount of time Lopez has had to
 3 adequately "research" his records for responsive information. The appropriate sanction for this
 4 sort of hindering and game-playing is to impose an evidentiary sanction prohibiting Lopez from
 5 producing any evidence of any type – including testimonial or documentary, either proffered
 6 directly or for impeachment purposes – of cash he received during the period between January 1,
 7 2005 and July 1, 2005, except for the \$1,235.34 already disclosed in his supplemental response.¹¹

8 **Interrogatory No. 5** This interrogatory requires Lopez to identify cash received by his
 9 current wife, Madeleine Lopez (with whom he lives), during the period between January 1, 2005
 10 and July 1, 2005. Lopez refuses to provide this information, and instead makes the patently
 11 unbelievable claim that "[t]he requested information is not in my possession or control." Lopez
 12 has never even attempted to explain why he is unable to obtain the requested information from his
 13 wife with whom he shares a home, a business and bank accounts; or, most significantly, what
 14 efforts, if any, he made to obtain the information.

15 In *In re Heritage Bond Litigation*, supra, the court cited the defendants' "minimal" efforts
 16 to obtain the requested documents from third parties as a basis to issue civil contempt sanctions for
 17 their failure to comply with the prior discovery order mandating production.¹² As explained in *In*
 18 *re Heritage Bond Litigation*, supra, the appropriate sanction for this blatant game-playing is to
 19 impose an evidentiary sanction prohibiting the proffering of *any* evidence at trial pertaining to that
 20 which was not produced during discovery.¹³ Here, that sanction should prohibit Lopez from
 21 producing any evidence of any type – including testimonial or documentary, either proffered
 22 directly or for impeachment purposes – of cash his wife, Madeleine Lopez, received during the
 23 period between January 1, 2005 and July 1, 2005.

24 ///

25
 26 ¹¹ *Id.*

27 ¹² *In re Heritage Bond Litigation*, supra, 223 F.R.D. at 533.

28 ¹³ *Id.* at 531.

1 Interrogatory Nos. 6 & 11. These interrogatories seek information pertaining to the
 2 nature and scope of mortgage and other obligations owed to Lehman Brothers Bank – the lender
 3 who recorded a mortgage against the Florida residence which Lopez shares with his wife,
 4 Madeleine Lopez – and any payments made on those obligations. In response, Lopez has
 5 continually asserted that he either has no responsive information, or “[a]ny responsive documents
 6 are not in my possession or control.” He has never explained that response by indicating who
 7 might, or in fact does, have possession or control of the requested information; or, most
 8 significantly, what efforts, if any, he made to obtain the responsive information and/or documents.

9 Since the requested information is sought to establish that, as of the Petition Date, Lopez
 10 was not in fact paying his debts as they came due, the appropriate sanction for his refusal to
 11 provide information relevant to that issue, is to impose an evidentiary sanction prohibiting Lopez
 12 from producing any evidence of any type – including testimonial or documentary, either proffered
 13 directly or for impeachment purposes – of the obligations owed to Lehman Brothers Bank, and/or
 14 any payments being made on those obligations prior to the Petition Date.¹⁴

15 Interrogatory Nos. 13, 15, 16, 17, 18, 22, 24, 27, 28, 30, 32 & 34. These Interrogatories
 16 requested information pertaining to the payments on obligations owed to the following creditors:
 17 American Express, Bank of America, Bank Card Services, Cingular, Citicard, Household Bank,
 18 Northwest Florida Daily News, Citibank/Quicken Platinum Card, Texaco, Verizon, Union Bank
 19 and Thomas B. Gorrill. Specifically, the Interrogatories stated:

20 With respect to any or all debts that YOU OWED to [identified
 21 creditor] as of June 30, 2005, IDENTIFY: (a) the original amount of
 22 the obligation; (b) the date it was originally incurred; (c) the dates
 23 upon which the amount those obligations increased and the amount
 24 of such increases; and, (d) the dates and amounts of all payments
 25 made on that obligation.

26 Lopez’s original response to all of these Interrogatories was to object on the grounds that
 27 the question was “vague.” He then failed to make a reasonable effort to provide the requested
 28 information, and instead feigned compliance with this Court’s Order with irrelevant and non-

¹⁴ *Id.*

1 responsive answers which, i.e., referred to payments made post-petition (which are not relevant to
 2 this Phase of the proceedings), claimed there was "no way to determine" the requested
 3 information, or asserted that after reviewing his unidentified "records" he did not believe he owed
 4 that creditor anything on the Petition Date.

5 The requested information is essential to Petitioning Creditors' ability to establish that, as
 6 of the Petition Date, Lopez was not paying his debts as they came due. Since it is now obvious
 7 that Lopez is not going to provide that essential information with respect to these creditors (and at
 8 this point it is no longer possible to provide a response that is timely in any sense of the word), the
 9 necessary and appropriate action is for this Court to impose an evidentiary sanction prohibiting
 10 Lopez from producing any evidence of any type – including testimonial or documentary, either
 11 proffered directly or for impeachment purposes – of: (a) the obligations owed to: American
 12 Express, Bank of America, Bank Card Services, Cingular, Citicard, Household Bank, Northwest
 13 Florida Daily News, Citibank/Quicken Platinum Card, Texaco, Verizon, Union Bank and Thomas
 14 B. Gorrill as of the Petition Date; and/or (b) any payments made on those obligations.¹⁵

15 **D. The Deferred Monetary Sanctions Should Now Be Imposed.**

16 In its Order,¹⁶ dated March 12, 2007, this Court deferred ruling on Petitioning Creditors'
 17 request for monetary sanctions as set forth in their Motion to compel Lopez's responses to the
 18 Phase II Written Discovery.¹⁷ Since then, Lopez has engaged in a *gamesman-like* series of
 19 supplemental activities calculated to create the illusion of attempted compliance without ever
 20 yielding up a meaningful or good-faith response. It is conduct more calculated to exhaust the
 21 Petitioning Creditors' resolve than to facilitate the *quest for truth* that is the over-arching purpose
 22 of all civil litigation, and the function of the discovery rules. It is a course of conduct that
 23 dramatically underscores the need for meaningful sanctions for Lopez's chronic failure to fulfill
 24 his duties as a litigant. These sanctions only compensate for the burden of first bringing a

25
 26 ¹⁵ *Id.*
 27

28 ¹⁶ See, Docket Item #93.

¹⁷ See, Docket Item #91.

1 compliance motion, and do not address the further prejudice occasioned by the continuing failure
2 to provide obligatory discovery responses . That prejudice can only be remedied by imposition of
3 the evidentiary sanctions requested above.

4 Petitioning Creditors hereby renew their request for monetary sanctions in the amount of
5 \$4,242, consisting of the attorneys' fees incurred by Petitioning Creditors in bringing that Motion,
6 as though fully set forth herein.

7 **IV.**

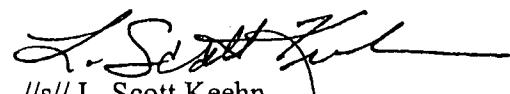
8 **CONCLUSION**

9 Based on all of the foregoing, Petitioning Creditors respectfully request that this Court
10 issue an Order imposing evidentiary sanctions, and monetary sanctions against Lopez in the
11 amount of \$4,242, as set forth in the proposed Order attached hereto, marked Exhibit 1.

12 Dated: May 24, 2007

13 **KEEHN & ASSOCIATES**
A Professional Corporation

14 By:

15 
16 //s// L. Scott Keehn
L. Scott Keehn
17 Attorneys for Petitioning Creditors

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0104

EXHIBIT 1

0105

Name, Address, Telephone No. & I.D. No.
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Leslie F. Keehn, SBN 199153
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402 West Broadway, Suite 1210
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Telephone: (619) 400-2200

Attorneys for Petitioning Creditors

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF CALIFORNIA

325 West "F" Street, San Diego, California 92101-6991

In Re

FRANCIS J. LOPEZ,

Alleged Debtor.

BANKRUPTCY NO. 05-05926-PBINV

Date of Hearing: June 25, 2007

Time of Hearing: 10:30 a.m.

Name of Judge: Hon. Peter W. Bowie

ORDER:

(1) GRANTING PETITIONING CREDITORS' MOTION FOR AN ENFORCEMENT ORDER IMPOSING DISCOVERY SANCTIONS; (2) IMPOSING MONETARY SANCTIONS AGAINST ALLEGED DEBTOR FRANCIS J. LOPEZ IN THE AMOUNT OF \$4,242.00; AND (3) IMPOSING EVIDENTIARY SANCTIONS AGAINST ALLEGED DEBTOR FRANCIS J. LOPEZ

IT IS ORDERED THAT the relief sought as set forth on the continuation pages attached and numbered two (2) through 3 with exhibits, if any, for a total of 3 pages, is granted. Motion Docket Entry No. _____.
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DATED:

Judge, United States Bankruptcy Court

Signature by the attorney constitutes a certification under Fed. R. of Bankr. P. 9011 that the relief in the order is the relief granted by the court.

Submitted by:
KEEHN & ASSOCIATES, APC

(Firm name)



By: L. Scott Keehn

Attorney for Movant Respondent

0106

ALLEGED DEBTOR: FRANCIS J. LOPEZ

CASE NO: 05-05926-PBINV

Petitioning Creditors' Motion for an Enforcement Order Imposing Discovery Sanctions against Alleged Debtor Francis J. Lopez (the "Motion") came on regularly for hearing on June 25, 2007, at 10:30 a.m. in department 4 of the above-entitled Court located at 325 West "F" Street, San Diego, California, the Honorable Peter W. Bowie presiding. Appearances were made by the firm of Keehn & Associates, APC, by L. Scott Keehn, on behalf of Petitioning Creditors; and the Law Office of M. Jonathan Hayes, by M. Jonathan Hayes on behalf of Alleged Debtor, Francis J. Lopez ("Lopez"), in opposition to the Motion.

The Court, having previously considered all of the pleadings, papers, requests, declarations and arguments submitted by the parties in support of their positions, and, good cause therefore appearing,

IT IS HEREBY ORDERED that:

- (1) The Motion for an Enforcement Order Imposing Discovery Sanctions Against Alleged Debtor Francis J. Lopez is granted;
- (2) It is further and specifically ordered that, within 20 days of the entry of this Order, Alleged Debtor Francis J. Lopez ("Lopez") shall pay monetary sanctions to Petitioning Creditors, through their attorneys, Keehn & Associates, APC, in the amount of \$4,242.00;
- (3) It is further and specifically ordered that the following evidentiary sanctions shall apply to any and all further proceedings in this case:
 - (A) Phase II Request for Admission Number 5 is deemed admitted; and Lopez is prohibited from denying any aspect of the statement set forth in "Request for Admission Number 5" in the "First Phase II Requests for Admission Propounded by Petitioning Creditors," served on Lopez on November 3, 2006;
 - (B) Lopez is prohibited from introducing any evidence of any type – including testimonial or documentary, either proffered directly or for impeachment purposes – of receiving cash payments from Noveon Systems, Inc. during the period between January 1, 2005 and July 1, 2005;
 - (C) Lopez is prohibited from introducing any evidence of any type – including testimonial or documentary, either proffered directly or for impeachment purposes – of receiving any cash from any source during the period between January 1, 2005 and July 1, 2005, except for the \$1,235.34 he disclosed in his supplemental response to Interrogatory Number 4 in the "First Phase II Interrogatories Propounded by Petitioning Creditors," served on Lopez on November 3, 2006.

ALLEGED DEBTOR: FRANCIS J. LOPEZ

CASE NO: 05-05926-PBINV

3, 2006;

- (D) Lopez is prohibited from introducing any evidence of any type – including testimonial or documentary, either proffered directly or for impeachment purposes – of any cash his wife, Madeleine Lopez, received from any source during the period between January 1, 2005 and July 1, 2005;
- (E) Lopez is prohibited from introducing any evidence of any type – including testimonial or documentary, either proffered directly or for impeachment purposes – of the obligations owed to Lehman Brothers Bank, and/or any payments being made on those obligations prior to the Petition Date; and
- (F) Lopez is prohibited from introducing any evidence of any type – including testimonial or documentary, either proffered directly or for impeachment purposes – of paying as they became due the obligations he owed to any of the following entities or persons: American Express, Bank of America, Bank Card Services, Cingular, Citicard, Household Bank, Northwest Florida Daily News, Citibank/Quicken Platinum Card, Texaco, Verizon, Union Bank and Thomas B. Gorrill, as of the Petition Date.

0108

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5 | Attorneys for Petitioning Creditors

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

In Re:

FRANCIS J. LOPEZ,
Alleged Debtor.

Case No. 05-05926-PBINV

Involuntary Chapter 7

**DECLARATION OF L. SCOTT KEEHN IN
SUPPORT OF PETITIONING
CREDITORS' MOTION FOR AN
ENFORCEMENT ORDER: (1) IMPOSING
MONETARY SANCTIONS AGAINST THE
DEBTOR; AND (2) IMPOSING
EVIDENTIARY SANCTIONS AGAINST
THE DEBTOR**

[BIFURCATED PHASE II]

Date: June 25, 2007

Time: 10:30 a.m.

Judge: The Honorable Peter W. Bowie

Ctrm: 4

I, L. Scott Keehn, declare:

23 1. I am an attorney at law, duly licenced to practice before all courts of this State, and
24 before the United States District Court for the Southern District of California. I am a shareholder
25 of the firm Keehn & Associates APC, attorneys of record for Petitioning Creditors. I have
26 personal knowledge of the factual matters stated herein.

27 2. On November 03, 2006, my office served Lopez with Petitioning Creditors' First
28 Set of Written Discovery for Phase II (the "Phase II Written Discovery"), consisting of: (1) First

0109

1 Phase II Requests for Admission Propounded by Petitioning Creditors [10 Requests]; (2) First
 2 Phase II Request for Production of Documents by Petitioning Creditors [162 categories of
 3 documents]; and (3) First Phase II Interrogatories Propounded by Petitioning Creditors [35
 4 Interrogatories]. True and correct copies of the Phase II Written Discovery are attached hereto,
 5 marked Exhibits A, B and C respectively. Lopez's responses were due on December 4, 2006.

6 3. On December 03, 2006, Lopez served his "Response to Requests for Admission
 7 Propounded to Alleged Debtor Francis J. Lopez (Phase II)." **Lopez's responses were deficient,**
 8 **and Lopez failed to verify the responses.**

9 4. On December 05, 2006, Lopez served his "Response to Interrogatories Propounded
 10 to Alleged Debtor Francis J. Lopez (Phase II). **Lopez's responses were deficient, and Lopez**
 11 **failed to verify the responses.** At the same time, Lopez served his "Response to Requests for
 12 Production of Documents." **Lopez's responses were deficient.**

13 5. On December 13, 2006, I sent a *meet and confer* letter to Lopez's attorney, M.
 14 Jonathan Hayes, notifying him of the deficiencies in Lopez's responses to the Phase II Written
 15 Discovery.

16 6. On December 15, 2006, attorney Hayes and I participated in a telephonic *meet and*
 17 *confer* conference wherein the parties agreed that Lopez would provide supplemental responses to
 18 the Phase II Written Discovery on or before January 12, 2007.

19 7. On January 12, 2007 – the Deadline for Lopez to provide the promised
 20 supplemental responses to the Phase II Written Discovery – **Lopez failed, without explanation,**
 21 **to provide supplemental responses to the Phase II Written Discovery.**

22 8. On January 19, 2007, I sent a follow-up *meet and confer* letter to attorney Hayes
 23 requesting an explanation regarding Lopez's failure to provide the promised supplemental
 24 responses to discovery, and notifying Lopez of the imminent likelihood of a motion to compel his
 25 responses to the Phase II Written Discovery. **Lopez failed, without explanation, to respond to**
 26 **that *meet and confer* letter.**

27 9. On January 29, 2007, Petitioning Creditors filed a Motion to Compel responses to
 28 the Phase II Written Discovery. **Lopez failed, without explanation, to respond or file an**

1 **Opposition to that Motion.**

2 10. On March 10, 2007 – a Saturday, just two days prior to the scheduled hearing on
 3 Petitioning Creditors' Motion to Compel Lopez's responses to the Phase II Written Discovery –
 4 attorney Hayes emailed me approximately 155 pages of documents, purportedly in response to the
 5 "First Phase II Request for Production of Documents by Petitioning Creditors." This last-minute
 6 "document dump" was improper because the documents: (1) were not responsive to the
 7 Requests, (2) were not organized by category of Request, and (3) consisted of at least 103
 8 pages of pleadings filed in the San Diego Superior Court which are already in the Petitioning
 9 Creditors' possession. Lopez failed, without explanation, to explain the deficiencies and/or
 10 his failure to provide the agreed-upon supplemental responses.

11 11. On March 12, 2007, I appeared at the hearing during which this Court granted
 12 Petitioning Creditors' motion to compel Lopez to provide supplemental responses to the Phase II
 13 Written Discovery.¹ The Court ordered Lopez to provide the supplemental responses on or before
 14 April 11, 2007. The Court — in open session — indicated that it was deferring its ruling on the
 15 request for monetary sanctions of \$4,242 because: (a) it wanted the risk of those sanctions to serve
 16 as a *Sword of Damocles* to encourage compliance with the Court's order; and (b) Lopez would
 17 have to "work his way out of those sanctions."

18 12. On April 10, 2007, Lopez mailed my office a set of supplemental responses to the
 19 Phase II Written Discovery which were patently deficient in that, i.e., they failed to fully respond
 20 to the Interrogatories asked, failed to provide facts in support of asserted denials to the Requests
 21 for Admissions, and failed to produce responsive documents. True and correct copies of Lopez's
 22 supplemental responses are attached hereto marked Exhibits D, E and F.

23 13. On May 11, 2007, the parties, through their counsel, attended a status conference
 24 wherein this Court ordered Lopez to file proper supplemental responses to the Phase II Written
 25 Discovery on or before May 21, 2007. Later that afternoon, I met with attorney Hayes at my office
 26 regarding the deficiencies in Lopez's supplemental responses to the Phase II Written Discovery.

27
 28 See, Docket Item #93.

Attorney Hayes requested that I set forth the deficiencies in a *meet and confer* letter to him.

14. As requested, on May 14, 2007, I sent a *meet and confer* letter via email and first class United States mail to attorney Hayes which enumerated each and every deficiency in Lopez's supplemental responses to the Phase II Written Discovery. A true and correct copy of that letter is attached hereto, marked Exhibit G.

15. After the close of business, at 7:10 P.M., on May 21, 2007 – the deadline for Lopez to supplement his supplemental responses to the Phase II Written Discovery – attorney Hayes emailed me a request for two additional days for Lopez to supplement his responses to the Phase II Written Discovery. The next morning, on May 22, 2007, I responded to attorney Hayes' email by indicating that I would grant the requested two-day extension of time, in exchange for a stipulation providing Petitioning Creditors with an equivalent two-business-day extension of time – from May 25, 2007 to May 30, 2007 – to file any necessary discovery motion. A true and correct copy of that email correspondence is attached hereto, marked Exhibit H.

16. On May 23, 2007, attorney Hayes sent me an email wherein he withdrew Lopez's request for an extension of time, and notified me that Lopez would not be providing any additional responses to the Phase II Written Discovery. A true and correct copy of that email correspondence is attached hereto, marked Exhibit I.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct, and that this Declaration was executed this 24th day of May, 2007, at San Diego, California.

J. Scott Keehn
/s/ J. Scott Keehn

/s/ L. Scott Keehn
L. Scott Keehn

EXHIBIT A

0113

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4
5 Attorneys for Petitioning Creditors
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7

8 **UNITED STATES BANKRUPTCY COURT**
9 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

10
11 In Re:

12 FRANCIS J. LOPEZ
13 Alleged Debtor

14) Case No. 05-05926-PBINV
15)
16) Involuntary Chapter 7
17)
18)

19) **FIRST PHASE II REQUESTS FOR**
20) **ADMISSION PROPOUNDED BY**
21) **PETITIONING CREDITORS**

22) [No Hearing Required]

23) Judge: Hon. Peter W. Bowie

24 PROPOUNDING PARTY: Petitioning Creditors

25 RESPONDING PARTY: Francis J. Lopez, The Alleged Debtor

26 SET NUMBER: ONE (1)/ Phase II.

27
28 The Petitioning Creditors hereby propound the following Requests for Admissions upon
Francis J. Lopez, The Alleged Debtor, and demands his response under oath within thirty (30) days
from the date of service pursuant to Rule 36 of the Federal Rules of Civil Procedure ("FRCP")
which is made applicable to this contested matter by Rules 7036 and 9014 of the Federal Rules of
Bankruptcy Procedure.

29 // / / /

0114

1 **DUTY TO ADMIT OR PROVIDE ACCURATE AND DETAILED RESPONSE**

2 The fundamental purpose of the discovery rules is to ensure the "just, speedy, and
 3 inexpensive determination of every action." FRCP Rule 1. In light of that purpose, a party "may
 4 not view requests for admission as a mere procedural exercise requiring minimally acceptable
 5 conduct." *Marchand v. Mercy Medical Center*, 22 F.3d 933, 936 (9th Cir. 1994); *see also, In re*
 6 *Pizante*, 186 B.R. 484, 489 (9th Cir.BAP 1995) ("The rule governing requests for admissions was
 7 designed to reduce the burden of litigation...Rule 36 encourages admissions...").

8 FRCP Rule 36 requires that answers specifically deny the request or set forth in detail the
 9 reasons why the answering party cannot truthfully admit or deny the matter. Denials must fairly
 10 meet the substance of the requested admission, and when good faith requires that a party qualify an
 11 answer or deny only part of the matter of which an admission is requested, the party shall specify
 12 so much of it as true and qualify or deny the remainder. An answering party may not give lack of
 13 information or knowledge as a reason for failure to admit or deny unless the party states that the
 14 party has made reasonable inquiry concerning the matter in the particular request, and that the
 15 information known or readily obtainable by the party is insufficient to enable the party to admit the
 16 matter.

17 Failure to properly respond to a request for admission in accordance with the principles set
 18 forth above may result in the matter being deemed admitted. *Asea, Inc. v. Southern Pac. Transp.*
 19 *Co.*, 669 F.2d 1242, 1245 (9th Cir. 1982). The Ninth Circuit has explained this result as follows:

20 It is undisputed that failure to answer or object to a proper request
 21 for admission is itself an admission: the Rule itself so states. It is
 22 also clear that an evasive denial, one that does not "specifically deny
 23 the matter," or a response that does not set forth "in detail" the
 24 reasons why the answering party cannot truthfully admit or deny the
 25 matter, may be deemed an admission.... We hold, therefore, that a
 26 response which fails to admit or deny a proper request for admission
 27 does not comply with the requirements of Rule 36(a) if the
 28 answering party has not, in fact, made "reasonable inquiry," or if
 information "readily obtainable" is sufficient to enable him to admit
 or deny the matter. A party requesting an admission may, if he [or
 she] feels these requirements have not been met, move to determine
 the sufficiency of the answer, to compel a proper response, or to
 have the matter ordered admitted. (See *Asea, Inc. v. Southern Pac. Transp. Co.*, 669 F.2d at 1245 & 1247.)

0115

1 the following interrogatories upon Francis J. Lopez, and demand response under oath within thirty
 2 (30) days from the date of service pursuant to Rule 36 of the Federal Rules of Civil Procedure
 3 ("FRCP") which is made applicable to this contested matter by Rules 7036 and 9014 of the Federal
 4 Rules of Bankruptcy Procedure.

5 **DEFINITIONS**

6 The following definitions apply to each of the Document Requests and should be read and
 7 referred to in answering each of the Document Requests:

8 1. The term "BUSINESS RECORD(S)" means all writings regularly created or
 9 maintained by or on behalf of a PERSON or entity that is or was engaged in business, and
 10 includes, without limitation, a memorandum, report, record, or data compilation, in any form, of
 11 acts, events, conditions, opinions, or diagnoses, kept in the course of a regularly conducted
 12 business activity.

13 2. The terms "ACCOUNT" and "ACCOUNTS" mean and refer to any deposit or
 14 credit account with a bank, credit union, or financial institutions of any description, and include,
 15 without limitation, a demand, time, checking, savings, passbook, share draft, or like account,
 16 including account evidenced by a certificate of deposit.

17 3. The term "ALL COMPUTER-STORED DATA" means any computer disks,
 18 compact discs, computer tapes, computer runs, computer printouts, computer electronic mail (E-mail)
 19 sent or received, and computer databases.

20 4. The term "CASH AND CARRY" means and refers to any form of transaction in
 21 which the purchaser or recipient of the goods or services which are the subject of the transaction is
 22 required to, and actually does, deliver cash or a negotiable instrument in the full amount of the
 23 price or fee charged for those goods or services, at the time that the goods are purchased or the
 24 services are rendered.

25 5. The term "COMMUNICATION" means the transmittal of any information (in the
 26 form of facts, ideas, inquiries or otherwise) by any method, however informal, including, but not
 27 limited to, letters, facsimiles, e-mails, information transmitted at meetings, memoranda, notes,
 28 presentations, telegrams, telephone conversations and all other written, oral or electronic

1 transmission of information.

2 6. The term "CREDIT FACILITY" means every form of agreement, written or oral,
 3 by which a PERSON or entity extends credit to YOU or one of YOUR relatives, and includes,
 4 without limitation what is commonly referred to as a "Loan," a "Line of Credit" or a "Credit Card."

5 7. The term "DOCUMENT" means and includes all originals — and any copies that
 6 differ in any way from the original — of any kind of written, typewritten, printed or recorded
 7 material or computer files, DOCUMENTS or records whatsoever, regardless of the source or
 8 author thereof, including, without limitation, any writing, filed for reporting or other purposes with
 9 the federal state, or local agency, COMPUTER-STORED DATA, computer discs, computer
 10 printouts recordings, maps, plats, plans, accountings, calculations, reports, letters, correspondence,
 11 telegrams, cables, telexes, e-mail, messages, memoranda, notes, records, summaries, reports,
 12 analyses, studies, manuals, notebooks, desk calendars, appointment books, diaries, time sheets,
 13 logs, files, binders, brochures, pamphlets, manuscripts, bulletins, circulars, drawings, charts,
 14 diagrams, facsimiles, schedules, graphs, contracts, canceled checks, booklets, bills, audited
 15 FINANCIAL STATEMENTS, unaudited FINANCIAL STATEMENTS, financial ledgers, stock
 16 ledgers for all forms and types of securities, minutes of directors, shareholder or committee
 17 meetings, written COMMUNICATIONS of directors and shareholders, bank checks, invoices,
 18 charge slips, hotel charges, receipts, invoices forms, abstracts, agreements, STATEMENTS, lists,
 19 deposit and withdrawal receipts, evaluations, statistics, licenses, advertisements, certificates,
 20 permits, cost sheets, expense accounts, vouchers, all other forms of correspondence, all other
 21 forms of electronic storage of data, any and all written COMMUNICATIONS, records and copies,
 22 extracts and summaries or other DOCUMENTS, and drafts of any of the above, whether used or
 23 not, or any other writings or recording as defined by the Federal Rules of Evidence, Rule 1001, 28
 24 U.S.C.A., and any copies of such material if YOU do not have control or possession of the
 25 original.

26 8. The term "FINANCIAL STATEMENT" means and refers to every form of
 27 DOCUMENT, including, but not limited to a written report, which quantitatively describes the
 28 financial health, performance, or condition of a PERSON or entity. It includes, but is not limited to

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1 DOCUMENTS that are entitled or commonly referred to as an income statement, a balance sheet,
 2 a statement of cash flows, and a statement of equity.

3 9. The term "IDENTIFY" when used herein means to describe the requested
 4 information to the fullest extent possible, which would include, but is not limited to, furnishing
 5 such information as would enable Plaintiff to issue a subpoena for any information, DOCUMENT,
 6 or thing that may be in the possession of any PERSON identified in Your response to that
 7 interrogatory. Without limiting the generality of the foregoing:

8 A. When used in reference to a PERSON the definition includes, but is not
 9 limited to, a requirement to disclose the full legal name of the PERSON, all business or trade
 10 names known to have been used by the PERSON at any time, the address of the PERSON's
 11 residence (where they are a natural PERSON, or principal place of business if not), and all
 12 telephone numbers where the PERSON may be reached during usual daytime business hours;

13 B. When used with reference to a DOCUMENT or DOCUMENT the
 14 definition includes, but is not limited to, the requirement to disclose all PERSONS who drafted,
 15 or contributed to the drafting of, the DOCUMENT or DOCUMENT, as well as its current physical
 16 location, and the name and address of the PERSON or PERSONS with custody of the
 17 DOCUMENT or DOCUMENT; and

18 C. When used with reference to a tangible thing, the definition includes, but is
 19 not limited to, the duty to disclose, any license, serial number or identifying symbols (if any exist)
 20 which identifies the thing, the address at which the thing is customarily located, and the name
 21 and address of the PERSON or PERSONS who have custody or control of the thing.

22 D. When used with reference to an account maintained at a bank, credit union
 23 or similar financial institution includes, but is not limited to the duty to disclose the name and
 24 address of the institution, the account number (or numbers) and the dates during which the account
 25 was maintained.

26 10. The term the "INTERROGATORIES" means and refers to the "First Phase II
 27 Interrogatories Propounded by Petitioning Creditors" and served concurrently herewith.

28 11. The term "MADELEINE LOPEZ" means and refers to an individual believed to be

1 YOUR spouse at all times from the period commencing January 1, 2002, through and including
 2 the present.

3 12. The term "NOVEON" means and refers to Noveon Systems, Inc., a corporation.

4 13. The term "ON CREDIT" refers to any transaction or agreement where YOU or one
 5 of YOUR relatives receives goods or services on any terms other than "CASH AND CARRY."

6 14. The term "PERSON" means any individual (natural PERSON), corporation,
 7 organization, association, partnership, limited partnership, limited liability company, firm, joint
 8 venture, trust, governmental body, agency, governing board, department or division, or any other
 9 entity.

10 15. the term "PERSONAL ACCOUNT RECORDS" means all writings regularly
 11 created by or on behalf of YOU to memorialize and/or reflect the status of any account that YOU
 12 had with a PERSON or entity that provided YOU with a CREDIT FACILITY, or provided YOU
 13 or YOUR family with goods or services ON CREDIT, and includes without limitation a
 14 memorandum, report, record, or data compilation, in any form, of acts, events, conditions, opinion
 15 or diagnoses that are kept in the course of regularly conducted PERSONal, household, or family
 16 activity.

17 16. The term "PRISM RECEIVERSHIP" means and refers to the receivership created
 18 in that certain civil action that was pending before the Superior Court of the State of California for
 19 the County of San Diego, North County Branch, identified as *PRISM and PRISM ADVANCED*
 20 *TECHNOLOGIES, INC., v. ALAN STANLY* (Case No. GIN 028765) based upon the "Stipulation
 21 regarding appointment of Richard M Kipperman as receiver," and the order approving and
 22 adopting it which was entered on April 22, 2003.

23 17. The terms "RELATED TO" and "RELATING TO" mean constituting, evidencing,
 24 defining, containing, describing, concerning, discussing, embodying, reflecting, analyzing, stating,
 25 referring to, or dealing with.

26 18. The term "RELATIVE" means any individual related by affinity or consanguinity
 27 within the third degree of consanguinity or affinity as determined by common law or any
 28 individual in a step or adoptive relationship within such third degree.

1 19. The term the "REQUESTS FOR ADMISSION" means and refers to the "First
 2 Phase II Requests for Admission Propounded by Petitioning Creditors" and served concurrently
 3 herewith.

4 20. The term the "RESIDENCE" means and refers to that single family dwelling
 5 commonly known as 310 Sand Myrtle Trail, Destin, Florida.

6 21. The term the "STANLY JUDGMENT" means and refers to that judgment in favor
 7 of Petitioning Creditor Alan Stanly against Francis J. Lopez in the principal amount of \$50,000, in
 8 the case of *UNION BANK OF CALIFORNIA N.A. v. STANLY and LOPEZ* (GIN 030827) entered
 9 by the Superior Court of the State of California, for the County of San Diego, on or about
 10 September 20, 2004.

11 22. The terms "YOU" and "YOUR" mean and refer to Francis J. Lopez.

12 23. The term "YOU OWED" when used in connection with a particular creditor means
 13 and refers to both amounts YOU acknowledge were owed, and amounts which were claimed by
 14 the creditor but which YOU either affirmatively dispute as to liability or amount, or are uncertain
 15 as to liability or amount.

16 24. The phrase "PAYMENTS THAT YOU MADE," or words of similar import include
 17 all payments that YOU personally made or caused to be made, and all payments that were made by
 18 any other person or entity.

SPECIAL INSTRUCTIONS

20 1. YOUR written response to each request shall first IDENTIFY and quote the request
 21 in full. Upon request, YOU will be electronically provided with a copy of these requests in their
 22 Word Perfect form to facilitate your compliance with this requirement.

REQUESTS FOR ADMISSION

Request for Admission No. 1.:

25 Admit that you received no cash payments from NOVEON between January 1, 2005, and
 26 July 1, 2005.

Request for Admission No. 2.:

28 Admit that YOU were not employed by any PERSON or entity other than NOVEON,

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1 between January 1, 2005, and July 31, 2005.

2 Request for Admission No. 3.:

3 Admit that YOU were not engaged as an independent contractor for any PERSON or entity
4 other than NOVEON between January 1, 2005, and July 31, 2005.

5 Request for Admission No. 4.:

6 Admit that YOU had no contractual relationship of any kind that entitled YOU to receive
7 remuneration of any kind based upon services that YOU rendered at any time between January 1,
8 2005, and July 31, 2005.

9 Request for Admission No. 5.:

10 Admit that with respect to the STANLY JUDGMENT, YOU never requested a stay of
11 enforcement pending YOUR appeal of that judgment.

12 Request for Admission No. 6.:

13 Admit that at some time after June 14, 2004, and before June 14, 2005, the RESIDENCE
14 was refinanced.

15 Request for Admission No. 7.:

16 Admit that YOU authorized Joseph Fischbach, as your attorney, to sign the stipulation that
17 caused Richard M Kipperman to be appointed as the receiver of Prism, in the PRISM
18 RECEIVERSHIP, a copy of which is attached hereto as Exhibit 1.

19 Request for Admission No. 8.:

20 Admit that YOU have not paid any of the fees that were awarded to Richard M Kipperman
21 on account of services rendered and costs advanced in the PRISM RECEIVERSHIP.

22 Request for Admission No. 9.:

23 Admit that YOU have filed no objection to any of the fees requested by Richard M
24 Kipperman on account of services rendered and costs he has advanced in connection with the
25 PRISM RECEIVERSHIP.

26 / / / /

27 / / / /

28 / / / /

ATTORNEYS AND COUNSELORS AT LAW
402 WEST BROADWAY, SUITE 1210
SAN DIEGO, CALIFORNIA 92101
TELEPHONE (619) 400-2200 · FACSIMILE (619) 400-2201

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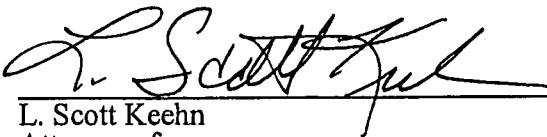
1 Request for Admission No. 10.:

2 Admit that YOU signed as a guarantor on the obligations that Prism Advanced
3 Technologies, Inc. ("Prism"), incurred under agreements "Equipment Lease Agreement" by and
4 between Herman Miller Capital as lessor and Prism Advanced Technologies as lessee.

5
6 Dated: 11-3-06

KEEHN & ASSOCIATES
A Professional Corporation

7 By:

8 
9 L. Scott Keehn
10 Attorneys for
11 Petitioning Creditors

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KEEHN & ASSOCIATES, APC
ATTORNEYS AND COUNSELORS AT LAW
402 WEST BROADWAY, SUITE 1210
SAN DIEGO, CALIFORNIA 92101
TELEPHONE (619) 400-2200 - FACSIMILE (619) 408-2201

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EXHIBIT 1

0123

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2
3 F I L E D
4 Clerk of the Superior Court
5 APR 22 2003
6 By: T. Dietrich
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NORTH COUNTY BRANCH

PRISM AND PRISM ADVANCED
TECHNOLOGIES, INC.,

PLAINTIFFS,

v.

ALAN STANLY,

DEFENDANT

CASE No. GIN 028765

STIPULATION REGARDING APPOINTMENT OF
RICHARD KIPPERMAN AS RECEIVER.

JUDGE: HON. DAVID W. RYAN
JOEL M. PRESSMAN

WHEREAS, Prism and Prism Advanced Technologies, Inc. ("Plaintiffs") obtained a workplace violence temporary restraining order against Defendant Alan Stanly on April 3, 2003 which is attached hereto as Exhibit 1;

WHEREAS, Defendant and Francis Lopez ("Lopez") are each 50% shareholders of Plaintiffs

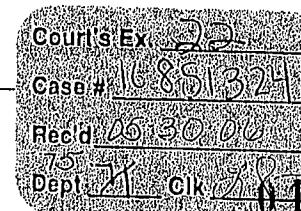
WHEREAS, the parties have stipulated and agreed that Richard Kipperman shall be appointed as a Receiver;

NOW, THEREFORE, IT IS STIPULATED BY THE PARTIES, by and through their undersigned counsel as follows:

1. That Richard Kipperman ("Kipperman") shall be appointed as the Receiver for Plaintiffs effective immediately;
3. That Kipperman shall have the customary immunities and rights as a

017.216527.

STIPULATION
CASE NO. GIN 028765



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1 Receiver, as determined by the Court, which shall include, but not be limited to the rights
2 set forth below;

3 4. That Kipperman's compensation shall be \$325.00 per hour and any
4 requirement of a bond shall be waived.

5. Counterpart signatures by facsimile are acceptable.

6 Date: 4/21/03

Foley & Lardner

7 By:


Andrew Serwin
8 Attorneys for Plaintiff
9

10 Weintraub & Dillon

11 By:

12 Timothy Dillon
13 Nadya Spivack
14 Attorneys for Defendants
15

16 Fischbach & Fischbach

17 By:

18 Joseph Fischbach
19 Attorneys for Francis Lopez
20

IT IS HEREBY ORDERED:

21 Receiver Kipperman is hereby appointed as the receiver of Plaintiffs, Prism and
22 Prism Advanced Technologies, Inc. (collectively the "Plaintiffs"), with all the powers,
23 rights, duties and obligations set forth below and that his compensation shall be \$325.00
24 per hour and any requirement of a bond shall be waived.

25 IT IS HEREBY FURTHER ORDERED that upon the filing of the oath, the
26 receiver shall be authorized and empowered to:

27 1. Take possession and continue in possession of all Plaintiffs' business,
28 together with all personal property of the Plaintiffs, INCLUDING BUT NOT

From:WEINTRAUBDILLON PC

858 259 2868

04/29/2003 13:34 #299 P.002/002

1 Receiver, as determined by the Court, which shall include, but not be limited to the rights
2 set forth below;

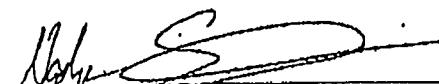
3 4. That Kipperman's compensation shall be \$325.00 per hour and any
4 requirement of a bond shall be waived.

5 5. Counterpart signatures by facsimile are acceptable.

6 Date: Foley & Lardner

7
8 By: Andrew Serwin
9 Attorneys for Plaintiff

10
11 Weintraub & Dillon

12 By: 
13 Timothy Dillon
14 Nadya Spivack
15 Attorneys for Defendants

16 Fischbach & Fischbach

17 By: Joseph Fischbach
18 Attorneys for Francis Lopez

19 IT IS HEREBY ORDERED:

20 Receiver Kipperman is hereby appointed as the receiver of Plaintiffs, Prism and
21 Prism Advanced Technologies, Inc. (collectively the "Plaintiffs"), with all the powers,
22 rights, duties and obligations set forth below and that his compensation shall be \$325.00
23 per hour and any requirement of a bond shall be waived.

24 IT IS HEREBY FURTHER ORDERED that upon the filing of the oath, the
25 receiver shall be authorized and empowered to:

26 1. Take possession and continue in possession of all Plaintiffs' business,
27 together with all personal property of the Plaintiffs, INCLUDING BUT NOT
28

1 LIMITED TO inventory, fixtures, goods, documents, patents, trademarks, software,
2 copyrights, books, records, papers and accounts of the businesses relating thereto
3 (collectively the "Business Property");

4 2. Execute and file a receiver's oath;

5 3. After qualifying, the receiver shall take possession of and manage the
6 Business Property, shall collect the income from the Business Property, shall care for the
7 Business Property and may incur the expenses necessary for that care, and may change
8 the lock on the business premises;

9 4. Within 30 days after taking possession of Plaintiff's property subject to this
10 order, the receiver shall file an inventory itemizing all personal property of the Plaintiffs
11 which he has taken possession of and shall promptly file supplemental inventories of any
12 personal property of the Plaintiffs consequently coming into the receivership estate;

13 5. The receiver shall not enter into an agreement with any party to this
14 stipulation about the administration of the receivership or about any post receivership
15 matter without the express written consent of all parties hereto;

16 6. The receiver shall expend money coming into his possession to operate and
17 preserve the Business Property and only for the purposes authorized in this order. Unless
18 the Court orders otherwise, the receiver shall to the extent practical hold the balance in
19 interest-bearing accounts in accordance with Cal. Civ. Proc. §569.

20 7. Subject to further orders of this Court, the receiver is appointed for the
21 purpose of conducting the business of Plaintiffs.

22 8. The receiver is not required to incur any ongoing expenses necessary in
23 such operation, management and control in the ordinary and usual course of business.
24 The receiver shall not be required to do anything to incur the risks and obligations
25 ordinarily incurred by owners, managers and operators of similar properties and no such
26 risks or obligations so incurred shall be the personal risk or obligation of the receiver. If
27 any such risk or obligation is incurred, then it shall only be the risk or obligation of the
28 receivership estate;

1 9. Collect monies from or liquidate appropriate contracts for the businesses
2 and maintenance of the subject businesses;

3 10. Employ agents and employees as the receiver believes, in his business
4 judgment, necessary to carry out his duties as the receiver and to pay said agents and
5 employees at ordinary and usual rates and prices pursuant to appropriate contracts out of
6 the funds that shall come into his possession as receiver;

7 11. Rent/lease from time to time any part of the subject businesses, provided
8 however any new or rollover leases or tenant improvements are to be pre-approved in
9 writing by the Court;

10 12. The receiver may establish accounts at any financial institutions insured by
11 an agency of the United States government that are not parties to this proceeding, deposit
12 into those accounts funds received in connection with the Business Property and shall
13 deposit in interest-bearing accounts money not expended for receivership purposes;

14 13. The receiver and the parties hereto may, at any time, apply to this Court for
15 further instructions and orders and for additional powers necessary to enable the receiver
16 to perform the receiver's duties properly;

17 14. Collect and receive all rents, subrents, earnings, income issues, profits,
18 revenues and royalties from the Business Property;

19 15. Employ appropriate professionals, subject to further court order, to
20 prosecute all actions for the collection of rents or monies due to subject businesses, for
21 the removal of tenants in default or third parties in default on monies due subject
22 businesses and to recover possessions thereof;

23 16. Subject to further court order, institute and prosecute all suits as may
24 reasonably be necessary in the judgment of the receiver to protect the subject businesses
25 and to defend all such suits and actions as may be instituted against him as a receiver;

26 17. Obtain and pay a reasonable price for lawful licenses and to the extent
27 permitted by law exercise privileges of any existing license issued in connection with the
28 subject property or any business transacted thereon until further order of the court and to

1 do all things necessary to protect and maintain said licenses;

2 18. Provide at a minimum, monthly reports or at Kipperman's discretion should
3 exigent circumstances arise, Kipperman may issue weekly reports to all parties of all
4 funds, information and records obtained by receiver;

5 19. Maintain adequate insurance over the subject business to the same extent
6 and in the same manner as it previously has been insured or as in the judgment of the
7 receiver as may seem fit and proper and to cause all presently existing policies to be
8 amended by adding himself and the receivership estate as an additional insured. To the
9 extent there is inadequate insurance and/or insufficient funds in the receivership estate to
10 procure adequate insurance, the receiver is directed to immediately petition the court for
11 instructions. During the period in which the subject businesses are uninsured or
12 underinsured, the receiver shall not be personally responsible for any claims arising
13 therefore;

14 20. Prepare and deliver to all parties an initial and then, at a minimum monthly
15 interim statements, or at Kipperman's discretion should exigent circumstances arise,
16 Kipperman may issue weekly interim statements of monies received and disbursed and of
17 the receiver's ordinary fees and expenses, including those of his employees and court-
18 approved professionals, which statements shall be accompanied by notice which advises
19 parties that any objections thereto must be made in writing within 10 days. Upon
20 completion of an interim statement and mailing such statements to the parties respective
21 attorneys of record or any other designated person or agent, the receiver may pay from
22 receivership estate funds, if any, the amount of said statement owed to the receiver.
23 Despite the periodic payment of receiver's fees and administrative expenses, said fees
24 and expenses shall be submitted to the court for its approval and confirmation in the form
25 of either a noticed interim request for fees, a stipulation among the parties or the
26 receiver's final account and report;

27 21. In addition to all of the powers set forth herein, the receiver is hereby
28 vested with all of the general powers of receivers in cases of this kind, subject to the

1 direction of this court and the receiver shall from time to time file with the court detailed
2 reports and accountings pertaining to the conduct of the receivership and all monies
3 received and expended by the receiver or its agents; and

4 22. Receiver may generally do such other things as are necessarily incidental to
5 these foregoing specific powers, directions and general authority and to take actions
6 relating to the subject businesses provided that the receiver obtains prior court approval
7 for any actions beyond the scope contemplated herein.

8 IT IS HEREBY FURTHER ORDERED that Plaintiffs, AND Defendant and each
9 of their respective agents, partners, managers, attorneys, employees, assignees,
10 successors, representatives and all persons acting under, in concert with or for them:

11 A. Shall relinquish and immediately turnover possession of all business
12 PROPERTY to the receiver upon service of this order;

13 B. Shall turn over to the receiver and direct all managers, employees
14 and other third parties in possession thereof to turn over all keys, leases, books, records,
15 books of account, ledgers, operating statements, budgets, real estate tax bills, phone
16 records, cell phone records, credit card statements, and all other business records relating
17 to the subject businesses, wherever located, and in whatever mode maintained, including
18 information contained on computers and any and all software relating thereto, as well as
19 all banking records, statements and canceled checks;

20 C. Shall turn over to the receiver all documents which pertain to all
21 licenses, permits or government approvals relating to the subject businesses and shall
22 immediately advise the receiver of its federal tax payer identification number used in
23 connection with the operation of the subject businesses;

24 D. Shall immediately advise the receiver as to the nature and extent of
25 insurance coverage for the subject businesses. The parties hereto shall immediately name
26 the receiver as an additional insured on the insurance policies for the period that receiver
27 shall be in possession of the property. The parties hereto are prohibited from canceling,
28 reducing or modifying any and all insurance coverage currently in existence with respect

1 to the subject businesses; and

2 E. The parties hereto, and each of them, and their respective agents,
3 servants, employees, attorneys, partners and all other persons in concert with them, shall
4 immediately turn over as of the date of this order to the receiver any monies (including,
5 but not limited to, security deposits, prepaid rent; or funds in management bank accounts
6 for the subject businesses) which represent rental or lease payments with respect to the
7 business property, which are received, or have been received, by the parties hereto in
8 possession of all records, books of account, ledgers and all other documents and papers
9 pertaining to the operation of their property.

10 IT IS FURTHER ORDERED that pending further order of this Court, Plaintiffs,
11 Defendant and Francis Lopez and their agents, partners, property managers, attorneys,
12 and employees and all other persons acting in concert with them who have actual or
13 constructive knowledge of this order, and their agents and employees:

14 A. Shall not commit or permit any waste on the subject business or any
15 part thereof, or suffer or commit or permit any waste on subject business, or any part
16 thereof, or suffer or commit or permit any act on subject business or property, or any part
17 thereof, in violation of law, or remove, transfer, encumber or otherwise dispose of any of
18 property;

19 B. Shall not demand, collect, receive, discount or in any other way
20 divert or use any of the income of the business or the businesses' property;

21 C. Shall not directly/indirectly interfere in any manner with the
22 discharge of receiver's duties under this order or receiver's possession of an operation or
23 management of the subject businesses or business properties;

24 D. Shall not expend, disburse, transfer, assign, sell , convey, devise,
25 pledge, mortgage, create a security interest in, encumber, conceal or in any manner
26 whatsoever deal in or dispose of all or part of subject business or property, including but
27 not limited to, business income, rents, or other monies due to, either now or in the future,
28 the business, without court order;

1 E. Shall not do any act which will, or may, impair, defeat, divert,
2 prevent or prejudice preservation of the business, including accounts receivable, rents, or
3 any monies due now or in the future, or the preservation of judgments creditor's interest
4 in the subject businesses or properties and the businesses' income; and

5 No third party may terminate service to the defendant or its property as a result of
6 the non-payment of pre-receivership obligations without prior order of this court.

7 IT IS SO ORDERED/
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JUDGE SAN DIEGO SUPERIOR COURT

EXHIBIT B

0133

1 L. Scott Keehn (61691)
2 KEEHN & ASSOCIATES
3 A Professional Corporation
4 402 W. Broadway, Suite 1210
5 San Diego, California 92101
6 Telephone: (619) 400-2200

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8 Attorneys for Petitioning Creditors
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UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

In Re:

FRANCIS J. LOPEZ

Alleged Debtor

Case No. 05-05926-PBINV

Involuntary Chapter 7

**FIRST PHASE II REQUEST FOR
PRODUCTION OF DOCUMENTS BY
PETITIONING CREDITORS.**

[No Hearing Required]

Judge: Hon. Peter W. Bowie

PROPOUNDING PARTY: PETITIONING CREDITORS

RESPONDING PARTY: FRANCIS J. LOPEZ

SET NO.: ONE (1)/ PHASE II

TO FRANCIS J. LOPEZ AND HIS ATTORNEY OF RECORD:

YOU ARE HEREBY REQUESTED BY THE PETITIONING CREDITORS

HEREIN ("PETITIONING CREDITORS") AND REQUIRED, pursuant to Federal Rule of Civil Procedure 34 (made applicable to this proceeding by Federal Rule of Bankruptcy Procedure 7034), to produce for inspection and copying the documents and/or tangible things identified below, and are further required to serve a written response hereto within thirty (30) days after service of this document. Petitioning Creditors requests that all responsive documents and/or tangible things be produced for inspection and copying at a time and place mutually convenient for

1 the parties and their counsel. In the alternative, Petitioning Creditors request that true and correct
 2 copies of the requested documents and/or tangible things be delivered to the offices of Keehn &
 3 Associates, APC, 402 West Broadway, Suite 1210, San Diego, California 92101 (Attn: L. Scott
 4 Keehn), and Petitioning Creditors hereby agree in advance to pay for the actual documented
 5 copying and mailing costs incurred.

DEFINITIONS

7 The following definitions apply to each of the Document Requests and should be read and
 8 referred to in answering each of the Document Requests:

9 1. The term "BUSINESS RECORD(S)" means all writings regularly created or
 10 maintained by or on behalf of a PERSON or entity that is or was engaged in business, and
 11 includes, without limitation, a memorandum, report, record, or data compilation, in any form, of
 12 acts, events, conditions, opinions, or diagnoses, kept in the course of a regularly conducted
 13 business activity.

14 2. The terms "ACCOUNT" and "ACCOUNTS" mean and refer to any deposit or
 15 credit account with a bank, credit union, or financial institutions of any description, and include,
 16 without limitation, a demand, time, checking, savings, passbook, share draft, or like account,
 17 including account evidenced by a certificate of deposit.

18 3. The term "ALL COMPUTER-STORED DATA" means any computer disks,
 19 compact discs, computer tapes, computer runs, computer printouts, computer electronic mail (E-
 20 mail) sent or received, and computer databases.

21 4. The term "CASH AND CARRY" means and refers to any form of transaction in
 22 which the purchaser or recipient of the goods or services which are the subject of the transaction is
 23 required to, and actually does, deliver cash or a negotiable instrument in the full amount of the
 24 price or fee charged for those goods or services, at the time that the goods are purchased or the
 25 services are rendered.

26 5. The term "COMMUNICATION" means the transmittal of any information (in the
 27 form of facts, ideas, inquiries or otherwise) by any method, however informal, including, but not
 28 limited to, letters, facsimiles, e-mails, information transmitted at meetings, memoranda, notes,

1 presentations, telegrams, telephone conversations and all other written, oral or electronic
 2 transmission of information.

3 6. The term "CREDIT FACILITY" means every form of agreement, written or oral,
 4 by which a PERSON or entity extends credit to YOU or one of YOUR relatives, and includes,
 5 without limitation what is commonly referred to as a "Loan," a "Line of Credit" or a "Credit Card."

6 7. The term "DOCUMENT" means and includes all originals — and any copies that
 7 differ in any way from the original — of any kind of written, typewritten, printed or recorded
 8 material or computer files, DOCUMENTS or records whatsoever, regardless of the source or
 9 author thereof, including, without limitation, any writing, filed for reporting or other purposes with
 10 the federal state, or local agency, COMPUTER-STORED DATA, computer discs, computer
 11 printouts recordings, maps, plats, plans, accountings, calculations, reports, letters, correspondence,
 12 telegrams, cables, telexes, e-mail, messages, memoranda, notes, records, summaries, reports,
 13 analyses, studies, manuals, notebooks, desk calendars, appointment books, diaries, time sheets,
 14 logs, files, binders, brochures, pamphlets, manuscripts, bulletins, circulars, drawings, charts,
 15 diagrams, facsimiles, schedules, graphs, contracts, canceled checks, booklets, bills, audited
 16 FINANCIAL STATEMENTS, unaudited FINANCIAL STATEMENTS, financial ledgers, stock
 17 ledgers for all forms and types of securities, minutes of directors, shareholder or committee
 18 meetings, written COMMUNICATIONS of directors and shareholders, bank checks, invoices,
 19 charge slips, hotel charges, receipts, invoices forms, abstracts, agreements, STATEMENTS, lists,
 20 deposit and withdrawal receipts, evaluations, statistics, licenses, advertisements, certificates,
 21 permits, cost sheets, expense accounts, vouchers, all other forms of correspondence, all other
 22 forms of electronic storage of data, any and all written COMMUNICATIONS, records and copies,
 23 extracts and summaries or other DOCUMENTS, and drafts of any of the above, whether used or
 24 not, or any other writings or recording as defined by the Federal Rules of Evidence, Rule 1001, 28
 25 U.S.C.A., and any copies of such material if you do not have control or possession of the original.

26 8. The term "FINANCIAL STATEMENT" means and refers to every form of
 27 DOCUMENT, including, but not limited to a written report, which quantitatively describes the
 28 financial health, performance, or condition of a PERSON or entity. It includes, but is not limited to

1 DOCUMENTS that are entitled or commonly referred to as an income statement, a balance sheet,
 2 a statement of cash flows, and a statement of equity.

3 9. The term "IDENTIFY" when used herein means to describe the requested
 4 information to the fullest extent possible, which would include, but is not limited to, furnishing
 5 such information as would enable Plaintiff to issue a subpoena for any information, DOCUMENT,
 6 or thing that may be in the possession of any PERSON identified in Your response to that
 7 interrogatory. Without limiting the generality of the foregoing:

8 A. When used in reference to a PERSON the definition includes, but is not
 9 limited to, a requirement to disclose the full legal name of the PERSON, all business or trade
 10 names known to have been used by the PERSON at any time, the address of the PERSON's
 11 residence (where they are a natural PERSON, or principal place of business if not), and all
 12 telephone numbers where the PERSON may be reached during usual daytime business hours;

13 B. When used with reference to a DOCUMENT or DOCUMENT the
 14 definition includes, but is not limited to, the requirement to disclose all PERSONS who drafted,
 15 or contributed to the drafting of, the DOCUMENT or DOCUMENT, as well as its current physical
 16 location, and the name and address of the PERSON or PERSONS with custody of the
 17 DOCUMENT or DOCUMENT; and

18 C. When used with reference to a tangible thing, the definition includes, but is
 19 not limited to, the duty to disclose, any license, serial number or identifying symbols (if any exist)
 20 which identifies the thing, the address at which the thing is customarily located, and the name
 21 and address of the PERSON or PERSONS who have custody or control of the thing.

22 D. When used with reference to an account maintained at a bank, credit union
 23 or similar financial institution includes, but is not limited to the duty to disclose the name and
 24 address of the institution, the account number (or numbers) and the dates during which the account
 25 was maintained.

26 10. The term the "INTERROGATORIES" means and refers to the "First Phase II
 27 Interrogatories Propounded by Petitioning Creditors" and served concurrently herewith.

28 ///

KEEHN & ASSOCIATES, APC
ATTORNEYS AND COUNSELORS AT LAW
402 WEST BROADWAY, SUITE 1210
SAN DIEGO, CALIFORNIA 92101
TELEPHONE (619) 400-2200 • FACSIMILE (619) 400-2201

0137

1 11. The term "ON CREDIT" refers to any transaction or agreement where YOU or one
 2 of YOUR relatives receives goods or services on any terms other than "CASH AND CARRY."

3 12. The term "PERSON" means any individual (natural PERSON), corporation,
 4 organization, association, partnership, limited partnership, limited liability company, firm, joint
 5 venture, trust, governmental body, agency, governing board, department or division, or any other
 6 entity.

7 13. the term "PERSONAL ACCOUNT RECORDS" means all writings regularly
 8 created by or on behalf of YOU to memorialize and/or reflect the status of any account that YOU
 9 had with a PERSON or entity that provided YOU with a CREDIT FACILITY, or provided YOU
 10 or YOUR family with goods or services ON CREDIT, and includes without limitation a
 11 memorandum, report, record, or data compilation, in any form, of acts, events, conditions, opinion
 12 or diagnoses that are kept in the course of regularly conducted personal, household, or family
 13 activity.

14 14. The terms "RELATED TO" and "RELATING TO" mean constituting, evidencing,
 15 defining, containing, describing, concerning, discussing, embodying, reflecting, analyzing, stating,
 16 referring to, or dealing with.

17 15. The term "RELATIVE" means any individual related by affinity or consanguinity
 18 within the third degree of consanguinity or affinity as determined by common law or any
 19 individual in a step or adoptive relationship within such third degree.

20 16. The term the "REQUESTS FOR ADMISSION" means and refers to the "First
 21 Phase II Requests for Admission Propounded by Petitioning Creditors" and served concurrently
 22 herewith.

23 17. The term the "RESIDENCE" means and refers to that single family dwelling
 24 commonly known as 310 Sand Myrtle Trail, Destin, Florida.

25 18. The terms "YOU" and "YOUR" mean and refer to Francis J. Lopez.

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KEEHN & ASSOCIATES, APC
ATTORNEYS AND COUNSELORS AT LAW
402 WEST BROADWAY, SUITE 1210
SAN DIEGO, CALIFORNIA 92101
TELEPHONE (619) 400-2200 - FACSIMILE (619) 400-2201

1 19. The term "YOU OWED" when used in connection with a particular creditor means
2 and refers to both amounts YOU acknowledge were owed, and amounts which were claimed by
3 the creditor but which YOU either affirmatively dispute as to liability or amount, or are uncertain
4 as to liability or amount.

5 20. The phrase "PAYMENTS THAT YOU MADE," or words of similar import include
6 all payments that YOU personally made or caused to be made, and all payments that were made by
7 any other person or entity.

INSTRUCTIONS

9 1. This document request covers all DOCUMENTS in YOUR possession, custody, or
10 control and the possession, custody, and control of YOUR agents, relatives, employees,
11 independent contractors, attorneys, accountants, or representatives, wherever located.

12 2. If YOU object to any request herein, YOU are required to state the precise basis for
13 the objection. If YOU object to only part of a request, YOU are required to respond to those
14 portions of a request to which YOU do not object and to state the precise reasons of the objection.

15 3. Each DOCUMENT is to be produced in the file in which such DOCUMENT has
16 been maintained in the order within each file in which such DOCUMENT has been maintained.

17 4. If any DOCUMENT exists in the memory of a computer or other device used to
18 record or store information digitally, electronically, magnetically, or otherwise, a hard copy of such
19 DOCUMENT should be created and produced in response to this Document Request. If more than
20 one copy of any such DOCUMENT exists, and if these copies are not identical (e.g., as a result of
21 handwritten additions, notations, and the like), each copy is a separate DOCUMENT and should
22 be separately produced.

23 5. If any DOCUMENT is responsive to more than one of the categories requested, it
24 need only be produced in response to the first applicable category.

25 6. If any DOCUMENTS are withheld on grounds that they are protected from
26 discovery by the attorney-client privilege, work product doctrine or otherwise, YOU are required
27 to produce contemporaneously a list of such DOCUMENTS identifying the grounds for
28 withholding them from production and describing the DOCUMENTS with sufficient specificity as

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1 to permit the Court to rule upon the claim of privilege or protection from discovery which
2 description shall include:

- 3 (a) the name, business affiliation, business address, telephone number and
4 business capacity or title of the PERSON or PERSONS who prepared it and the PERSON
5 or PERSONS who signed it;
- 6 (b) the name, business affiliation, business address, telephone number, and
7 business capacity or title of each PERSON to whom it was addressed;
- 8 (c) the date the DOCUMENT was prepared;
- 9 (d) the date the DOCUMENT was received;
- 10 (e) the nature and substance of the DOCUMENT with sufficient particularity to
enable the same to be identified, including without limitation, the title, subject matter, and
11 number of pages; and
- 12 (f) the name, business affiliation, business address, and telephone number of
each PERSON who presently has possession, control, or custody of the original or a copy
13 of the DOCUMENT.

14 7. If any DOCUMENTS whose production is requested no longer exists or cannot be
located, YOU shall set forth in a written response a complete statement of all circumstances
15 surrounding the destruction, loss or disappearance of each such document, and such statement
shall also include: author(s), addressee(s), indicated or blind copy recipient(s), date, subject matter,
16 date of disposal, reason for disposal, PERSON authorizing the disposal, PERSON disposing of the
17 DOCUMENT, and the DOCUMENT's last known location.

18 8. As used herein, the conjunctions "and" and "or" shall not be interpreted to exclude
any information otherwise within the scope of this document request.

19 9. This Document Request is to be regarded as continuing pursuant to Federal Rule of
Civil Procedure 26(e), made applicable to this proceeding by Federal Rule of Bankruptcy
20 Procedure 7026. YOU are required to provide, by way of supplementary responses hereto, such
21 additional information as may be obtained by YOU or any PERSON acting on YOUR behalf that
22 will augment or modify YOUR answers given to the Document Request. Such supplementary
23

1 responses are to be served upon the undersigned counsel to PETITIONING CREDITORS within
 2 twenty-one (21) days from discovery of the need for supplementation but not later than thirty (30)
 3 days before the date of the trial.

4 10. **Special Optional Response re Uncontested Creditors.** With respect to any of the
 5 categories requested that apply to a specific creditor, if YOU admit that as of June 30, 2005, YOU
 6 were not paying the obligations that YOU OWED to that creditor as they came due; then YOU
 7 may, but are not required to, satisfy YOUR obligations under this request by indicating by making
 8 the following written response to the relevant category (categories): "**Not applicable. The
 9 Alleged Debtor admits that as of June 30, 2005, he was not paying his obligations owed to the
 10 subject creditor as they came due.**"; and YOUR written response is verified under penalty of
 11 perjury. YOUR obligation to produce documents pursuant to this request is not affected in any
 12 way with respect to any category as to which the special response is not made.

13 11. YOUR written response to each category shall first IDENTIFY and quote the
 14 category in full. Upon request, YOU will be electronically provided with a copy of these requests
 15 in their Word Perfect form to facilitate your compliance with this requirement.

DOCUMENTS REQUEST

17 Category No. 1.:

18 Any and all documents that memorialize, reflect, or refer to the mortgage to Lehman
 19 Brothers Bank, secured by the Residence.

20 Category No. 2.:

21 Any and all documents that memorialize, reflect, or refer to any and all payments to
 22 Lehman Brothers Bank at any time from January 1, 2005, through July 31, 2005.

23 Category No. 3.:

24 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
 25 Lehman Brothers Bank on any account, at any time from January 1, 2005, to July 31, 2005.

26 Category No. 4.:

27 Any and all documents that memorialize, relate, or refer to any payments that YOU made
 28 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Lehman

1 Brothers Bank on any account.

2 Category No. 5.:

3 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
4 Frederick Lopez on any account, including, but not limited to, at any time from January 1, 2005, to
5 July 31, 2005.

6 Category No. 6.:

7 Any and all documents that memorialize, relate, or refer to any payments that YOU made
8 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to
9 Frederick Lopez on any account.

10 Category No. 7.:

11 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
12 Allstate Floridian on any account, at any time from January 1, 2005, to July 31, 2005.

13 Category No. 8.:

14 Any and all documents that memorialize, reflect, or refer to any and all payments to
15 Allstate Floridian at any time from January 1, 2005, through July 31, 2005.

16 Category No. 9.:

17 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
18 American Express on any account, including, but not limited to, account number
19 378394802283007, at any time from January 1, 2005, to July 31, 2005.

20 Category No. 10.:

21 Any and all documents that memorialize, relate, or refer to any payments that YOU made
22 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to
23 American Express on any account, including, but not limited to, account number
24 378394802283007.

25 Category No. 11.:

26 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
27 American Home Shield on any account, at any time from January 1, 2005, to July 31, 2005.

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1 Category No. 12.:

2 Any and all documents that memorialize, relate, or refer to any payments that YOU made
3 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to
4 American Home Shield on any account.

5 Category No. 13.:

6 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
7 Bank of America on any account, at any time from January 1, 2005, to July 31, 2005.

8 Category No. 14.:

9 Any and all documents that memorialize, relate, or refer to any payments that YOU made
10 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Bank of
11 America on any account.

12 Category No. 15.:

13 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
14 Bank Card Services on any account, at any time from January 1, 2005, to July 31, 2005.

15 Category No. 16.:

16 Any and all documents that memorialize, relate, or refer to any payments that YOU made
17 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Bank
18 Card Services on any account.

19 Category No. 17.:

20 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
21 Cingular on any account, at any time from January 1, 2005, to July 31, 2005.

22 Category No. 18.:

23 Any and all documents that memorialize, relate, or refer to any payments that YOU made
24 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to
25 Cingular on any account.

26 Category No. 19.:

27 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
28 Citicard on any account, at any time from January 1, 2005, to July 31, 2005.

1 Category No. 20.:

2 Any and all documents that memorialize, relate, or refer to any payments that YOU made
3 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Citicard
4 on any account.

5 Category No. 21.:

6 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
7 Coastal Community Insurance on any account, at any time from January 1, 2005, to July 31, 2005.

8 Category No. 22.:

9 Any and all documents that memorialize, relate, or refer to any payments that YOU made
10 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Coastal
11 Community Insurance on any account.

12 Category No. 23.:

13 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
14 Cox Communications on any account, at any time from January 1, 2005, to July 31, 2005.

15 Category No. 24.:

16 Any and all documents that memorialize, relate, or refer to any payments that YOU made
17 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Cox
18 Communications on any account.

19 Category No. 25.:

20 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
21 Fort Walton Beach Medical Center on any account, at any time from January 1, 2005, to July 31,
22 2005.

23 Category No. 26.:

24 Any and all documents that memorialize, relate, or refer to any payments that YOU made
25 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Fort
26 Walton Beach Medical Center on any account.

27 Category No. 27.:

28 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to

1 Household Bank on any account, at any time from January 1, 2005, to July 31, 2005.

2 Category No. 28.:

3 Any and all documents that memorialize, relate, or refer to any payments that YOU made
4 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to
5 Household Bank on any account.

6 Category No. 29.:

7 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
8 Kelley Plantation Owner's Association on any account, at any time from January 1, 2005, to July
9 31, 2005.

10 Category No. 30.:

11 Any and all documents that memorialize, relate, or refer to any payments that YOU made
12 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Kelley
13 Plantation Owner's Association on any account.

14 Category No. 31.:

15 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
16 Northwest Florida Daily News on any account, at any time from January 1, 2005, to July 31, 2005.

17 Category No. 32.:

18 Any and all documents that memorialize, relate, or refer to any payments that YOU made
19 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to
20 Northwest Florida Daily News on any account.

21 Category No. 33.:

22 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
23 Okaloosa Gas District on any account, at any time from January 1, 2005, to July 31, 2005.

24 Category No. 34.:

25 Any and all documents that memorialize, relate, or refer to any payments that YOU made
26 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to
27 Okaloosa Gas District on any account.

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1 Category No. 35.:

2 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
3 Progressive Insurance on any account, at any time from January 1, 2005, to July 31, 2005.

4 Category No. 36.:

5 Any and all documents that memorialize, relate, or refer to any payments that YOU made
6 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to
7 Progressive Insurance on any account.

8 Category No. 37.:

9 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
10 Citibank-Quicken Platinum Card on any account, at any time from January 1, 2005, to July 31,
11 2005.

12 Category No. 38.:

13 Any and all documents that memorialize, relate, or refer to any payments that YOU made
14 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to
15 Citibank-Quicken Platinum Card on any account.

16 Category No. 39.:

17 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
18 Texaco on any account, at any time from January 1, 2005, to July 31, 2005.

19 Category No. 40.:

20 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
21 Valley forge Life Insurance on any account, at any time from January 1, 2005, to July 31, 2005.

22 Category No. 41.:

23 Any and all documents that memorialize, relate, or refer to any payments that YOU made
24 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Valley
25 Forge Life Insurance on any account.

26 Category No. 42.:

27 Any and all documents that memorialize, relate, or refer to any payments that YOU made
28 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Texaco

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1 on any account.

2 Category No. 43.:

3 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
4 Verizon on any account, at any time from January 1, 2005, to July 31, 2005.

5 Category No. 44.:

6 Any and all documents that memorialize, relate, or refer to any payments that YOU made
7 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Verizon
8 on any account.

9 Category No. 45.:

10 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
11 Wayne Wise on any account, at any time from January 1, 2005, to July 31, 2005.

12 Category No. 46.:

13 Any and all documents that memorialize, relate, or refer to any payments that YOU made
14 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Wayne
15 Wise on any account.

16 Category No. 47.:

17 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
18 Union Bank of California on any account, at any time from January 1, 2005, to July 31, 2005.

19 Category No. 48.:

20 Any and all documents that memorialize, relate, or refer to any payments that YOU made
21 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to Union
22 Bank of California on any account.

23 Category No. 49.:

24 Any and all documents that memorialize, relate, or refer to any settlement agreement made
25 between YOU on the one hand, and Union Bank of California on the other hand, to settle claims
26 held by Union Bank of California against YOU.

27 Category No. 50.:

28 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to

1 attorney Jeffrey (Jeff) Smith on any account, at any time from January 1, 2005, to July 31, 2005.

2 Category No. 51.:

3 Any and all documents that memorialize, relate, or refer to any payments that YOU made
4 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to attorney
5 Jeffrey (Jeff) Smith on any account.

6 Category No. 52.:

7 Any and all documents that memorialize, relate or refer to amounts that YOU OWED to
8 attorney Thomas B. Gorrill on any account, at any time from January 1, 2005, to July 31, 2005.

9 Category No. 53.:

10 Any and all documents that memorialize, relate, or refer to any payments that YOU made
11 between January 1, 2005, and July 31, 2005, on account of any debts that YOU OWED to attorney
12 Thomas B. Gorrill on any account.

13 Category No. 54.:

14 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
15 between January 1, 2005, and the date of YOUR response, by or on behalf of American Express.

16 Category No. 55.:

17 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
18 between January 1, 2005, and the date of YOUR response, to American Express.

19 Category No. 56.:

20 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
21 between January 1, 2005, and the date of YOUR response, by or on behalf of Lehman Brothers Bank.

22 Category No. 57.:

23 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
24 between January 1, 2005, and the date of YOUR response, to Lehman Brothers Bank.

25 Category No. 58.:

26 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
27 between January 1, 2005, and the date of YOUR response, by or on behalf of Frederick Lopez.

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1 Category No. 59.:

2 documents reflecting any and all COMMUNICATIONS sent by YOU at any time between
3 January 1, 2005, and the date of YOUR response, to Frederick Lopez.

4 Category No. 60.:

5 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
6 between January 1, 2005, and the date of YOUR response, by or on behalf of Allstate Floridian.

7 Category No. 61.:

8 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
9 between January 1, 2005, and the date of YOUR response, to Allstate Floridian.

10 Category No. 62.:

11 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
12 between January 1, 2005, and the date of YOUR response, by or on behalf of American Home Shield.

13 Category No. 63.:

14 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
15 between January 1, 2005, and the date of YOUR response, to American Home Shield.

16 Category No. 64.:

17 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
18 between January 1, 2005, and the date of YOUR response, by or on behalf of Bank of America.

19 Category No. 65.:

20 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time between
21 January 1, 2005, and the date of YOUR response, to Bank of America.

22 Category No. 66.:

23 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
24 between January 1, 2005, and the date of YOUR response, by or on behalf of Bank Card Services

25 Category No. 67.:

26 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
27 between January 1, 2005, and the date of YOUR response, to Bank Card Services.

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1 Category No. 68.:

2 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
3 between January 1, 2005, and the date of YOUR response, by or on behalf of Cingular.

4 Category No. 69.:

5 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
6 between January 1, 2005, and the date of YOUR response, to Cingular.

7 Category No. 70.:

8 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
9 between January 1, 2005, and the date of YOUR response, by or on behalf of Citicard.

10 Category No. 71.:

11 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
12 between January 1, 2005, and the date of YOUR response, to Citicard.

13 Category No. 72.:

14 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
15 between January 1, 2005, and the date of YOUR response, by or on behalf of Coastal Community
16 Insurance.

17 Category No. 73.:

18 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
19 between January 1, 2005, and the date of YOUR response, to Coastal Community Insurance.

20 Category No. 74.:

21 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
22 between January 1, 2005, and the date of YOUR response, by or on behalf of Cox
23 COMMUNICATIONS.

24 Category No. 75.:

25 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
26 between January 1, 2005, and the date of YOUR response, to Cox COMMUNICATIONS.

27 Category No. 76.:

28 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time

1 between January 1, 2005, and the date of YOUR response, by or on behalf of Fort Walton Beach
2 Medical Center.

3 Category No. 77.:

4 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
5 between January 1, 2005, and the date of YOUR response, to Fort Walton Beach Medical Center.

6 Category No. 78.:

7 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
8 between January 1, 2005, and the date of YOUR response, by or on behalf of Household Bank.

9 Category No. 79.:

10 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
11 between January 1, 2005, and the date of YOUR response, to Household Bank.

12 Category No. 80.:

13 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
14 between January 1, 2005, and the date of YOUR response, by or on behalf of Kelley Plantation
15 Owner's Association.

16 Category No. 81.:

17 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
18 between January 1, 2005, and the date of YOUR response, to Kelley Plantation Owner's Association.

19 Category No. 82.:

20 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
21 between January 1, 2005, and the date of YOUR response, by or on behalf of Northwest Florida Daily
22 News.

23 Category No. 83.:

24 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
25 between January 1, 2005, and the date of YOUR response, to Northwest Florida Daily News.

26 Category No. 84.:

27 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
28 between January 1, 2005, and the date of YOUR response, by or on behalf of Okaloosa Gas District.

1 Category No. 85.:

2 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
3 between January 1, 2005, and the date of YOUR response, to Okaloosa Gas District.

4 Category No. 86.:

5 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
6 between January 1, 2005, and the date of YOUR response, by or on behalf of Progressive Insurance.

7 Category No. 87.:

8 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
9 between January 1, 2005, and the date of YOUR response, to Progressive Insurance.

10 Category No. 88.:

11 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
12 between January 1, 2005, and the date of YOUR response, by or on behalf of Citibank/Quicken
13 Platinum Card.

14 Category No. 89.:

15 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
16 between January 1, 2005, and the date of YOUR response, to Citibank/Quicken Platinum Card.

17 Category No. 90.:

18 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
19 between January 1, 2005, and the date of YOUR response, by or on behalf of Texaco.

20 Category No. 91.:

21 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
22 between January 1, 2005, and the date of YOUR response, to Texaco.

23 Category No. 92.:

24 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
25 between January 1, 2005, and the date of YOUR response, by or on behalf of Valley Forge Life
26 Insurance.

27 Category No. 93.:

28 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time

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1 between January 1, 2005, and the date of YOUR response, to Valley Forge Life Insurance.

2 Category No. 94.:

3 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
4 between January 1, 2005, and the date of YOUR response, by or on behalf of Verizon.

5 Category No. 95.:

6 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
7 between January 1, 2005, and the date of YOUR response, to Verizon.

8 Category No. 96.:

9 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
10 between January 1, 2005, and the date of YOUR response, by or on behalf of Wayne Wise.

11 Category No. 97.:

12 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
13 between January 1, 2005, and the date of YOUR response, to Wayne Wise.

14 Category No. 98.:

15 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
16 between January 1, 2005, and the date of YOUR response, by or on behalf of Union Bank of
17 California.

18 Category No. 99.:

19 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
20 between January 1, 2005, and the date of YOUR response, to Union Bank of California.

21 Category No. 100.:

22 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
23 between January 1, 2005, and the date of YOUR response, by or on behalf of attorney Jeffrey (Jeff)
24 Smith.

25 Category No. 101.:

26 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
27 between January 1, 2005, and the date of YOUR response, to Jeffrey (Jeff) Smith.

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1 Category No. 102.:

2 Any and all documents reflecting any and all COMMUNICATIONS sent to YOU at any time
3 between January 1, 2005, and the date of YOUR response, by or on behalf of attorney Thomas B.
4 Gorrill.

5 Category No. 103.:

6 Any and all documents reflecting any and all COMMUNICATIONS sent by YOU at any time
7 between January 1, 2005, and the date of YOUR response, to attorney Thomas B. Gorrill.

8 Category No. 104.:

9 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
10 memorialize or are related to obligations that YOU OWED to Lehman Brothers Bank at any time from
11 January 1, 2005, to July 31, 2005.

12 Category No. 105.:

13 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
14 or refer obligations YOU OWED to Lehman Brothers Bank at any time from January 1, 2005, to July
15 31, 2005.

16 Category No. 106.:

17 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
18 memorialize or are related to obligations that YOU OWED to Frederick Lopez at any time from
19 January 1, 2005, to July 31, 2005.

20 Category No. 107.:

21 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
22 or refer obligations YOU OWED to Frederick Lopez at any time from January 1, 2005, to July 31,
23 2005.

24 Category No. 108.:

25 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
26 memorialize or are related to obligations that YOU OWED to Allstate Floridian at any time from
27 January 1, 2005, to July 31, 2005.

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1 Category No. 109.:

2 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
3 or refer obligations YOU OWED to Allstate Floridian at any time from January 1, 2005, to July 31,
4 2005.

5 Category No. 110.:

6 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
7 memorialize or are related to obligations that YOU OWED to American Express at any time from
8 January 1, 2005, to July 31, 2005.

9 Category No. 111.:

10 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
11 or refer obligations YOU OWED to American Express at any time from January 1, 2005, to July 31,
12 2005.

13 Category No. 112.:

14 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
15 memorialize or are related to obligations that YOU OWED to American Home Shield at any time
16 from January 1, 2005, to July 31, 2005.

17 Category No. 113.:

18 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
19 or refer obligations YOU OWED to American Home Shield at any time from January 1, 2005, to July
20 31, 2005.

21 Category No. 114.:

22 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
23 memorialize or are related to obligations that YOU OWED to Bank of America at any time from
24 January 1, 2005, to July 31, 2005.

25 Category No. 115.:

26 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
27 or refer obligations YOU OWED to Bank of America at any time from January 1, 2005, to July 31,
28 2005.

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1 Category No. 116.:

2 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
3 memorialize or are related to obligations that YOU OWED to Bank Card Services at any time from
4 January 1, 2005, to July 31, 2005.

5 Category No. 117.:

6 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
7 or refer obligations YOU OWED to Bank Card Services at any time from January 1, 2005, to July 31,
8 2005.

9 Category No. 118.:

10 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
11 memorialize or are related to obligations that YOU OWED to Cingular at any time from January 1,
12 2005, to July 31, 2005.

13 Category No. 119.:

14 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
15 or refer obligations YOU OWED to Cingular at any time from January 1, 2005, to July 31, 2005.

16 Category No. 120.:

17 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
18 memorialize or are related to obligations that YOU OWED to Citicard at any time from January 1,
19 2005, to July 31, 2005.

20 Category No. 121.:

21 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
22 or refer obligations YOU OWED to Citicard at any time from January 1, 2005, to July 31, 2005.

23 Category No. 122.:

24 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
25 memorialize or are related to obligations that YOU OWED to Coastal Community Insurance at any
26 time from January 1, 2005, to July 31, 2005.

27 Category No. 123.:

28 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize

1 or refer obligations YOU OWED to Coastal Community Insurance at any time from January 1, 2005,
2 to July 31, 2005.

3 Category No. 124.:

4 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
5 memorialize or are related to obligations that YOU OWED to Cox Communications at any time from
6 January 1, 2005, to July 31, 2005.

7 Category No. 125.:

8 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
9 or refer obligations YOU OWED to Cox Communications at any time from January 1, 2005, to July
10 31, 2005.

11 Category No. 126.:

12 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
13 memorialize or are related to obligations that YOU OWED to Ft. Walton Beach Medical Center at any
14 time from January 1, 2005, to July 31, 2005.

15 Category No. 127.:

16 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
17 or refer obligations YOU OWED to Ft. Walton Beach Medical Center at any time from January 1,
18 2005, to July 31, 2005.

19 Category No. 128.:

20 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
21 memorialize or are related to obligations that YOU OWED to Household Bank at any time from
22 January 1, 2005, to July 31, 2005.

23 Category No. 129.:

24 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
25 or refer obligations YOU OWED to Household Bank at any time from January 1, 2005, to July 31,
26 2005.

27 Category No. 130.:

28 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that

1 memorialize or are related to obligations that YOU OWED to Kelly Plantation Owners Association
2 at any time from January 1, 2005, to July 31, 2005.

3 Category No. 131.:

4 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
5 or refer obligations YOU OWED to Kelly Plantation Owners Association at any time from January
6 1, 2005, to July 31, 2005.

7 Category No. 132.:

8 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
9 memorialize or are related to obligations that YOU OWED to Northwest Florida Daily News at any
10 time from January 1, 2005, to July 31, 2005.

11 Category No. 133.:

12 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
13 or refer obligations YOU OWED to Northwest Florida Daily News at any time from January 1, 2005,
14 to July 31, 2005.

15 Category No. 134.:

16 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
17 memorialize or are related to obligations that YOU OWED to Okaloosa Gas District at any time from
18 January 1, 2005, to July 31, 2005.

19 Category No. 135.:

20 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
21 or refer obligations YOU OWED to Okaloosa Gas District at any time from January 1, 2005, to July
22 31, 2005.

23 Category No. 136.:

24 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
25 memorialize or are related to obligations that YOU OWED to Progressive Insurance at any time from
26 January 1, 2005, to July 31, 2005.

27 Category No. 137.:

28 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize

1 or refer obligations YOU OWED to Progressive Insurance at any time from January 1, 2005, to July
2 31, 2005.

3 Category No. 138.:

4 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
5 memorialize or are related to obligations that YOU OWED to Citibank/Quicken Platinum Card at any
6 time from January 1, 2005, to July 31, 2005.

7 Category No. 139.:

8 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
9 or refer obligations YOU OWED to Citibank/Quicken Platinum Card at any time from January 1,
10 2005, to July 31, 2005.

11 Category No. 140.:

12 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
13 memorialize or are related to obligations that YOU OWED to Texaco at any time from January 1,
14 2005, to July 31, 2005.

15 Category No. 141.:

16 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
17 or refer obligations YOU OWED to Texaco at any time from January 1, 2005, to July 31, 2005.

18 Category No. 142.:

19 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
20 memorialize or are related to obligations that YOU OWED to Valley Forge Life Insurance at any time
21 from January 1, 2005, to July 31, 2005.

22 Category No. 143.:

23 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
24 or refer obligations YOU OWED to Valley Forge Life Insurance at any time from January 1, 2005,
25 to July 31, 2005.

26 Category No. 144.:

27 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
28 memorialize or are related to obligations that YOU OWED to Verizon at any time from January 1,

1 2005, to July 31, 2005.

2 Category No. 145.:

3 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
4 or refer obligations YOU OWED to Verizon at any time from January 1, 2005, to July 31, 2005.

5 Category No. 146.:

6 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
7 memorialize or are related to obligations that YOU OWED to Wayne Wise at any time from January
8 1, 2005, to July 31, 2005.

9 Category No. 147.:

10 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
11 or refer obligations YOU OWED to Wayne Wise at any time from January 1, 2005, to July 31, 2005.

12 Category No. 148.:

13 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
14 memorialize or are related to obligations that YOU OWED to Union Bank of California at any time
15 from January 1, 2005, to July 31, 2005.

16 Category No. 149.:

17 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
18 or refer obligations YOU OWED to Union Bank of California at any time from January 1, 2005, to
19 July 31, 2005.

20 Category No. 150.:

21 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
22 memorialize or are related to obligations that YOU OWED to attorney Jeffrey (Jeff) Smith at any time
23 from January 1, 2005, to July 31, 2005.

24 Category No. 151.:

25 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
26 or refer obligations YOU OWED to attorney Jeffrey (Jeff) Smith at any time from January 1, 2005,
27 to July 31, 2005.

28 ///

1 Category No. 152.:

2 Any and all DOCUMENTS that are BUSINESS RECORDS in YOUR custody or control that
3 memorialize or are related to obligations that YOU OWED to attorney Thomas B. Gorrill at any time
4 from January 1, 2005, to July 31, 2005.

5 Category No. 153.:

6 Any and all DOCUMENTS that are PERSONAL ACCOUNT RECORDS that memorialize
7 or refer obligations YOU OWED to attorney Thomas B. Gorrill at any time from January 1, 2005, to
8 July 31, 2005.

9 Category No. 154.:

10 Any and all DOCUMENTS that are identified or referred to in any of your responses to the
11 INTERROGATORIES.

12 Category No. 155.:

13 Any and all DOCUMENTS that are identified or referred to in any of your responses to the REQUEST
14 FOR ADMISSION.

15 Category No. 156.:

16 Any and all bank statements, statement of account, or similar DOCUMENTS, with respect to
17 the status of any ACCOUNT identified in your responses to any of the INTERROGATORIES, that
18 reflect activity or status of such accounts at any time from January 1, 2005, through July 31, 2005.

19 Category No. 157.:

20 Any and all bank statements, statement of account, or similar DOCUMENTS, with respect to
21 the status of any ACCOUNT identified in your responses to any of the REQUEST FOR ADMISSION,
22 that reflect activity or status of such accounts at any time from January 1, 2005, through July 31, 2005.

23 Category No. 158.:

24 Copies of any and all checks written on any of the ACCOUNTS identified or referred to in any
25 of your responses to the INTERROGATORIES, that are dated at any time from January 1, 2005,
26 through July 31, 2005.

27 Category No. 159.:

28 Copies of any and all checks written on any of the ACCOUNTS identified or referred to in any

1 of your responses to the INTERROGATORIES, that are dated at any time from January 1, 2005,
2 through July 31, 2005.

3 Category No. 160.:

4 Any and all FINANCIAL STATEMENTS that purport to reflect either your financial
5 condition, or the results of income received and expenses paid during any period which includes
6 January 1, 2005.

7 Category No. 161.:

8 Any and all DOCUMENTS that are part of any loan application that YOU made, or signed and
9 delivered to any PERSON or entity at any time from January 1, 2005, through July 31, 2005.

10 Category No. 162.:

11 Any and all DOCUMENTS that memorialize, RELATE TO or REFER TO any civil,
12 administrative, or criminal proceedings pending before any tribunal, arbitrator, or mediator at any
13 time between January 1, 2005, and July 31, 2005.

14

15 Dated: 11-3-06

KEEHN & ASSOCIATES
A Professional Corporation

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By:

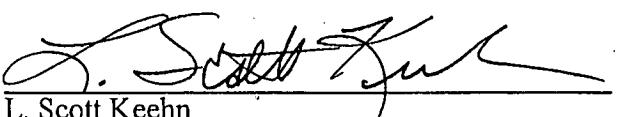

L. Scott Keehn
Attorneys for Petitioning Creditors

EXHIBIT C

1 L. Scott Keehn (61691)
2 **KEEHN & ASSOCIATES**
3 A Professional Corporation
402 W. Broadway, Suite 1210
3 San Diego, California 92101
Telephone: (619) 400-2200

4
5 Attorneys for Petitioning Creditors
6
7

8 **UNITED STATES BANKRUPTCY COURT**
9 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

10
11 In Re:

12 FRANCIS J. LOPEZ

13 Alleged Debtor

14 Case No. 05-05926-PBINV
15
16

Involuntary Chapter 7

17 FIRST PHASE II INTERROGATORIES
18 PROPOUNDED BY PETITIONING
19 CREDITORS

20 [No Hearing Required]

21 Judge: Hon. Peter W. Bowie

22 PROPOUNDING PARTY: Petitioning Creditors

23 RESPONDING PARTY: Francis J. Lopez, The Alleged Debtor

24 SET NUMBER: ONE (1)/ Phase II.

25 Petitioning Creditors hereby propound the following interrogatories to Alleged Debtor
26 Francis J. Lopez ("Lopez") and demands his response under oath within thirty (30) days from the
27 date of service pursuant to Federal Rules of Civil Procedure ("FRCP") Rule 33 which is made
28 applicable to this adversary proceeding by Federal Rules of Bankruptcy Procedure Rule 7033 and
Rule 9014.

29 // / / /

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DEFINITIONS

The following definitions apply to each of the Document Requests and should be read and referred to in answering each of the Document Requests:

1. The term "BUSINESS RECORD(S)" means all writings regularly created or maintained by or on behalf of a PERSON or entity that is or was engaged in business, and includes, without limitation, a memorandum, report, record, or data compilation, in any form, of acts, events, conditions, opinions, or diagnoses, kept in the course of a regularly conducted business activity.

2. The terms "ACCOUNT" and "ACCOUNTS" mean and refer to any deposit or credit account with a bank, credit union, or financial institutions of any description, and include, without limitation, a demand, time, checking, savings, passbook, share draft, or like account, including account evidenced by a certificate of deposit.

3. The term "ALL COMPUTER-STORED DATA" means any computer disks, compact discs, computer tapes, computer runs, computer printouts, computer electronic mail (E-mail) sent or received, and computer databases.

4. The term "CASH AND CARRY" means and refers to any form of transaction in which the purchaser or recipient of the goods or services which are the subject of the transaction is required to, and actually does, deliver cash or a negotiable instrument in the full amount of the price or fee charged for those goods or services, at the time that the goods are purchased or the services are rendered.

5. The term "COMMUNICATION" means the transmittal of any information (in the form of facts, ideas, inquiries or otherwise) by any method, however informal, including, but not limited to, letters, facsimiles, e-mails, information transmitted at meetings, memoranda, notes, presentations, telegrams, telephone conversations and all other written, oral or electronic transmission of information.

6. The term "CREDIT FACILITY" means every form of agreement, written or oral, by which a PERSON or entity extends credit to YOU or one of YOUR relatives, and includes, without limitation what is commonly referred to as a "Loan," a "Line of Credit" or a "Credit Card."

1 7. The term "DOCUMENT" means and includes all originals — and any copies that
 2 differ in any way from the original — of any kind of written, typewritten, printed or recorded
 3 material or computer files, DOCUMENTS or records whatsoever, regardless of the source or
 4 author thereof, including, without limitation, any writing, filed for reporting or other purposes with
 5 the federal state, or local agency, COMPUTER-STORED DATA, computer discs, computer
 6 printouts recordings, maps, plats, plans, accountings, calculations, reports, letters, correspondence,
 7 telegrams, cables, telexes, e-mail, messages, memoranda, notes, records, summaries, reports,
 8 analyses, studies, manuals, notebooks, desk calendars, appointment books, diaries, time sheets,
 9 logs, files, binders, brochures, pamphlets, manuscripts, bulletins, circulars, drawings, charts,
 10 diagrams, facsimiles, schedules, graphs, contracts, canceled checks, booklets, bills, audited
 11 FINANCIAL STATEMENTS, unaudited FINANCIAL STATEMENTS, financial ledgers, stock
 12 ledgers for all forms and types of securities, minutes of directors, shareholder or committee
 13 meetings, written COMMUNICATIONS of directors and shareholders, bank checks, invoices,
 14 charge slips, hotel charges, receipts, invoices forms, abstracts, agreements, STATEMENTS, lists,
 15 deposit and withdrawal receipts, evaluations, statistics, licenses, advertisements, certificates,
 16 permits, cost sheets, expense accounts, vouchers, all other forms of correspondence, all other
 17 forms of electronic storage of data, any and all written COMMUNICATIONS, records and copies,
 18 extracts and summaries or other DOCUMENTS, and drafts of any of the above, whether used or
 19 not, or any other writings or recording as defined by the Federal Rules of Evidence, Rule 1001, 28
 20 U.S.C.A., and any copies of such material if YOU do not have control or possession of the
 21 original.

22 8. The term "FINANCIAL STATEMENT" means and refers to every form of
 23 DOCUMENT, including, but not limited to a written report, which quantitatively describes the
 24 financial health, performance, or condition of a PERSON or entity. It includes, but is not limited to
 25 DOCUMENTS that are entitled or commonly referred to as an income statement, a balance sheet,
 26 a statement of cash flows, and a statement of equity.

27 9. The term "IDENTIFY" when used herein means to describe the requested
 28 information to the fullest extent possible, which would include, but is not limited to, furnishing

1 such information as would enable Plaintiff to issue a subpoena for any information, DOCUMENT,
 2 or thing that may be in the possession of any PERSON identified in Your response to that
 3 interrogatory. Without limiting the generality of the foregoing:

4 A. When used in reference to a PERSON the definition includes, but is not
 5 limited to, a requirement to disclose the full legal name of the PERSON, all business or trade
 6 names known to have been used by the PERSON at any time, the address of the PERSON's
 7 residence (where they are a natural PERSON, or principal place of business if not), and all
 8 telephone numbers where the PERSON may be reached during usual daytime business hours;

9 B. When used with reference to a DOCUMENT or DOCUMENT the
 10 definition includes, but is not limited to, the requirement to disclose all PERSONS who drafted,
 11 or contributed to the drafting of, the DOCUMENT or DOCUMENT, as well as its current physical
 12 location, and the name and address of the PERSON or PERSONS with custody of the
 13 DOCUMENT or DOCUMENT; and

14 C. When used with reference to a tangible thing, the definition includes, but is
 15 not limited to, the duty to disclose, any license, serial number or identifying symbols (if any exist)
 16 which identifies the thing, the address at which the thing is customarily located, and the name
 17 and address of the PERSON or PERSONS who have custody or control of the thing.

18 D. When used with reference to an account maintained at a bank, credit union
 19 or similar financial institution includes, but is not limited to the duty to disclose the name and
 20 address of the institution, the account number (or numbers) and the dates during which the account
 21 was maintained.

22 10. The term the "INTERROGATORIES" means and refers to the "First Phase II
 23 Interrogatories Propounded by Petitioning Creditors" and served concurrently herewith.

24 11. The term "MADELEINE LOPEZ" means and refers to an individual believed to be
 25 YOUR spouse at all times from the period commencing January 1, 2002, through and including
 26 the present.

27 12. The term "NOVEON" means and refers to Noveon Systems, Inc., a corporation.

28 13. The term "ON CREDIT" refers to any transaction or agreement where YOU or one

1 of YOUR relatives receives goods or services on any terms other than "CASH AND CARRY."

2 14. The term "PERSON" means any individual (natural PERSON), corporation,
3 organization, association, partnership, limited partnership, limited liability company, firm, joint
4 venture, trust, governmental body, agency, governing board, department or division, or any other
5 entity.

6 15. the term "PERSONAL ACCOUNT RECORDS" means all writings regularly
7 created by or on behalf of YOU to memorialize and/or reflect the status of any account that YOU
8 had with a PERSON or entity that provided YOU with a CREDIT FACILITY, or provided YOU
9 or YOUR family with goods or services ON CREDIT, and includes without limitation a
10 memorandum, report, record, or data compilation, in any form, of acts, events, conditions, opinion
11 or diagnoses that are kept in the course of regularly conducted personal, household, or family
12 activity.

13 16. The term "PRISM RECEIVERSHIP" means and refers to the receivership created
14 in that certain civil action that was pending before the Superior Court of the State of California for
15 the County of San Diego, North County Branch, identified as *PRISM and PRISM ADVANCED*
16 *TECHNOLOGIES, INC., v. ALAN STANLY* (Case No. GIN 028765) based upon the "Stipulation
17 regarding appointment of Richard M Kipperman as receiver," and the order approving and
18 adopting it which was entered on April 22, 2003.

19 17. The terms "RELATED TO" and "RELATING TO" mean constituting, evidencing,
20 defining, containing, describing, concerning, discussing, embodying, reflecting, analyzing, stating,
21 referring to, or dealing with.

22 18. The term "RELATIVE" means any individual related by affinity or consanguinity
23 within the third degree of consanguinity or affinity as determined by common law or any
24 individual in a step or adoptive relationship within such third degree.

25 19. The term the "REQUESTS FOR ADMISSION" means and refers to the "First
26 Phase II Requests for Admission Propounded by Petitioning Creditors" and served concurrently
27 herewith.

28 20. The term the "RESIDENCE" means and refers to that single family dwelling

1 commonly known as 310 Sand Myrtle Trail, Destin, Florida.

2 21. The term the "STANLY JUDGMENT" means and refers to that judgment in favor
 3 of Petitioning Creditor Alan Stanly against Francis J. Lopez in the principal amount of \$50,000, in
 4 the case of *UNION BANK OF CALIFORNIA N.A. v. STANLY and LOPEZ* (GIN 030827) entered
 5 by the Superior Court of the State of California, for the County of San Diego, on or about
 6 September 20, 2004.

7 22. The terms "YOU" and "YOUR" mean and refer to Francis J. Lopez.

8 23. The term "YOU OWED" when used in connection with a particular creditor means
 9 and refers to both amounts YOU acknowledge were owed, and amounts which were claimed by
 10 the creditor but which YOU either affirmatively dispute as to liability or amount, or are uncertain
 11 as to liability or amount.

12 24. The phrase "PAYMENTS THAT YOU MADE," or words of similar import include
 13 all payments that YOU personally made or caused to be made, and all payments that were made by
 14 any other person or entity.

SPECIAL INSTRUCTIONS

16 1. YOUR written response to each category shall first IDENTIFY and quote the
 17 category in full. Upon request, YOU will be electronically provided with a copy of these requests
 18 in their Word Perfect form to facilitate YOUR compliance with this requirement.

INTERROGATORIES

Interrogatory No. 1.:

21 Unless YOUR response to each of the "REQUESTS FOR ADMISSIONS" served with
 22 these interrogatories was an unqualified admission, then for each response which is not an
 23 unqualified admission, state the number of the request and all of the facts upon which YOU base
 24 YOUR response.

Interrogatory No. 2.:

26 Unless YOUR response to each of the "REQUESTS FOR ADMISSIONS" served with
 27 these interrogatories was an unqualified admission, then for each response which is not an
 28 unqualified admission, state the number of the request and IDENTIFY all PERSONS who have

1 knowledge of the facts upon which YOU base YOUR response.

2 Interrogatory No. 3.:

3 Unless YOUR response to each of the "REQUESTS FOR ADMISSIONS" served with
4 these interrogatories an unqualified admission, then for each response which is not an unqualified
5 admission, state the number of the request, and IDENTIFY all DOCUMENTS, writings and other
6 tangible things that YOU content support YOUR response.

7 Interrogatory No. 4.:

8 IDENTIFY by date, source, and amount, all cash receipts of any kind (including loan
9 proceeds) that YOU received from any source — including but not limited to — NOVEON
10 between January 1 and July 1, 2005.

11 Interrogatory No. 5.:

12 IDENTIFY by date, source, and amount, all cash receipts (including loan proceeds) that
13 MADELEINE LOPEZ received from any source other than NOVEON between January 1 and July
14 1, 2005.

15 Interrogatory No. 6.:

16 IDENTIFY any and all documents that memorialize, reflect, or refer to the mortgage to
17 Lehman Brothers Bank, secured by the Residence.

18 Interrogatory No. 7.:

19 IDENTIFY all ACCOUNTS maintained at any bank, credit union, or other financial
20 institution with respect to which YOU are either an owner, co-owner, or beneficiary, at any time
21 from January 1, 2005, to July 31, 2005.

22 Interrogatory No. 8.:

23 IDENTIFY all ACCOUNTS maintained with any bank, credit union, or other financial
24 institution where YOU had signature authority to withdraw funds, or cause them to be paid upon
25 YOUR order, at any time between January 1, 2005, and July 31, 2005.

26 Interrogatory No. 9.:

27 IDENTIFY all PERSONS and entities with whom MADELEINE LOPEZ had any
28 contractual or employment relationship at any time between January 1, 2005, and July 31, 2005.

1 Interrogatory No. 10.:

2 With respect to any or all obligations that YOU OWED to Frederick Lopez as of June 30,
3 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred;
4 (c) the dates upon which the amount those obligations increased and the amount of such increases;
5 and, (d) the dates and amounts of all payments made on that obligation.

6 Interrogatory No. 11.:

7 With respect to any or all debts that YOU OWED to Lehman Brothers Bank as of June 30,
8 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred;
9 (c) the dates upon which the amount those obligations increased and the amount of such increases;
10 and, (d) the dates and amounts of all payments made on that obligation.

11 Interrogatory No. 12.:

12 With respect to any or all debts that YOU OWED to Allstate Floridian as of June 30, 2005,
13 IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred; (c)
14 the dates upon which the amount those obligations increased and the amount of such increases;
15 and, (d) the dates and amounts of all payments made on that obligation.

16 Interrogatory No. 13.:

17 With respect to any or all debts that YOU OWED to American Express as of June 30,
18 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred;
19 (c) the dates upon which the amount those obligations increased and the amount of such increases;
20 and, (d) the dates and amounts of all payments made on that obligation.

21 Interrogatory No. 14.:

22 With respect to any or all debts that YOU OWED to American Home Shield as of June 30,
23 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred;
24 (c) the dates upon which the amount those obligations increased and the amount of such increases;
25 and, (d) the dates and amounts of all payments made on that obligation.

26 Interrogatory No. 15.:

27 With respect to any or all debts that YOU OWED to Bank of America as of June 30, 2005,
28 IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred; (c)

1 the dates upon which the amount those obligations increased and the amount of such increases;
2 and, (d) the dates and amounts of all payments made on that obligation.

3 Interrogatory No. 16.:

4 With respect to any or all debts that YOU OWED to Bank Card Services as of June 30,
5 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred;
6 (c) the dates upon which the amount those obligations increased and the amount of such increases;
7 and, (d) the dates and amounts of all payments made on that obligation.

8 Interrogatory No. 17.:

9 With respect to any or all debts that YOU OWED to Cingular as of June 30, 2005,
10 IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred; (c)
11 the dates upon which the amount those obligations increased and the amount of such increases;
12 and, (d) the dates and amounts of all payments made on that obligation.

13 Interrogatory No. 18.:

14 With respect to any or all debts that YOU OWED to Citicard as of June 30, 2005,
15 IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred; (c)
16 the dates upon which the amount those obligations increased and the amount of such increases;
17 and, (d) the dates and amounts of all payments made on that obligation.

18 Interrogatory No. 19.:

19 With respect to any or all debts that YOU OWED to Coastal Community Insurance as of
20 June 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally
21 incurred; (c) the dates upon which the amount those obligations increased and the amount of such
22 increases; and, (d) the dates and amounts of all payments made on that obligation.

23 Interrogatory No. 20.:

24 With respect to any or all debts that YOU OWED to Cox Communication as of June 30,
25 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred;
26 (c) the dates upon which the amount those obligations increased and the amount of such increases;
27 and, (d) the dates and amounts of all payments made on that obligation.

28 Interrogatory No. 21.:

With respect to any or all debts that YOU OWED to Ft. Walton Beach Medical Center as of June 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred; (c) the dates upon which the amount those obligations increased and the amount of such increases; and, (d) the dates and amounts of all payments made on that obligation.

Interrogatory No. 22.:

With respect to any or all debts that YOU OWED to Household Bank as of June 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred; (c) the dates upon which the amount those obligations increased and the amount of such increases; and, (d) the dates and amounts of all payments made on that obligation.

Interrogatory No. 23.:

With respect to any or all debts that YOU OWED to Kelly Plantation Owners Association as of June 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred; (c) the dates upon which the amount those obligations increased and the amount of such increases; and, (d) the dates and amounts of all payments made on that obligation.

Interrogatory No. 24.:

With respect to any or all debts that YOU OWED to Northwest Florida Daily News as of June 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred; (c) the dates upon which the amount those obligations increased and the amount of such increases; and, (d) the dates and amounts of all payments made on that obligation.

Interrogatory No. 25.:

With respect to any or all debts that YOU OWED to Okaloosa Gas District as of June 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred; (c) the dates upon which the amount those obligations increased and the amount of such increases; and, (d) the dates and amounts of all payments made on that obligation.

Interrogatory No. 26.:

With respect to any or all debts that YOU OWED to Progressive Insurance as of June 30, 2005, IDENTIFY: (a) the original amount of the obligation; (b) the date it was originally incurred; (c) the dates upon which the amount those obligations increased and the amount of such increases;